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ABSTRACT

The collective bargaining agreement between the Delaware State College Board of Trustees and the Delaware State College Chapter (145 members) of the American Association of University Professors covering the period September 1, 1983-August 31, 1986 is presented. Items covered in the agreement include: unit recognition and definitions, nondiscrimination, management rights, access to information, qualifications for appointments, selection, reappointment, policies governing promotion and tenure, research and travel, severance procedures, termination under reduction or discontinuation of an academic program, faculty and department chair evaluation, academic load, faculty responsibilities, workload assignment, committee service, overload, funded research, outside employment, faculty rights and privileges, college facilities and services, academic support, continuing education, leaves of absence, personnel files, released time, salaries, fringe benefits, departmental and college governance, and grievance and arbitration. The following kinds of leave are covered: sabbaticals, leave of absence without pay, short-term professional leave, bereavement leave, leave for court-required service, military leave, annual leave for nonteaching unit members, holidays, school closing, sick leave, personal leave. Salary topics include: entry-level salary, salary adjustment for promotion, overload/adjunct teaching compensation, compensation of department chairs, compensation for unusual services, and the payment schedule. (SW)

ED257377

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES OF
DELAWARE STATE COLLEGE
AND
THE DELAWARE STATE COLLEGE CHAPTER OF
THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

1983 - 1986

HE018 432

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ARTICLE I

AGREEMENT

This Agreement is made by and between the Board of Trustees of Delaware State College and the Delaware State College Chapter of the American Association of University Professors. This document sets forth the agreement of the parties on matters of collective negotiations pursuant to the Public Employee Bargaining Provisions of the Delaware Code.

ARTICLE II

PURPOSE

2.1 The intents and purposes of this Agreement are to improve the quality and effectiveness of education at Delaware State College by promoting the highest standards of academic excellence in all phases of instruction, research, and public service. To that end, this Agreement aims to insure a healthy and viable institution of higher learning, capable of supporting a quality program of teaching, research, and professional service. This Agreement aims at achieving and maintaining academic excellence, facilitating effective faculty participation in decisions affecting the welfare of the college, assuring fair and reasonable conditions of employment, and providing techniques and procedures for the peaceful adjustment of disputes, should these arise.

2.2 It is recognized by both the College and the Association that mutual benefits are to be derived from continual improvement of Delaware State College, and that participation with faculty and professional employees in the formulation of policies under which they provide their services is educationally sound.

2.3 While the Association, as the elected bargaining agent, retains the exclusive rights to negotiate and reach agreement on terms and conditions of employment for members of the bargaining unit, and the Board of Trustees, under law maintains the right to manage and direct the College, both parties recognize the desirability of a collegial system of governance for faculty and professional employees in areas of academic concern. It is, therefore, desirable that a collegial system of governance be maintained and strengthened at Delaware State College.

2.4 In such a collegial system, departments and other units should play an active and responsible role in academic matters, including significant involvement in the recruitment of new faculty members and professional employees, the development of quality programs and other matters of professional concern. The collegial relationship is most effective when faculty work together to carry out their duties in the most professional manner possible.

2.5 Collegiality in academic governance at Delaware State College can best be accomplished through a Faculty Senate elected by represented departments and constituencies in accordance with the Faculty Senate Constitution as formally adopted by the faculty and approved by the Board. It is hoped that this Agreement will strengthen faculty involvement through the academic departments, the Faculty Senate, and the full faculty in session which has authority over the Faculty Senate in the collegial governance of Delaware State College.

2.6 The parties acknowledge that the faculty must remain free to practice their profession in the performance of their work at the College without interference or harassment because of their opinions or beliefs. Toward that objective, the parties pledge to use their respective offices, authority, and influence to maintain an atmosphere of collegiality and academic freedom which must prevail at the College.

2.7 The purpose, as expressed in this Article, being a philosophical agreement between both parties, is not subject to the Grievance Procedure (Article XXI).

ARTICLE III

DEFINITIONS

3.1 "AAUP", "Association", or "Chapter" refers to the Delaware State College Chapter of the American Association of University Professors which is the duly elected bargaining agent for the faculty.

3.2 "Academic Department" refers to a Board of Trustee approved department where students can declare a major and/or minor.

3.3 "Academic Director" refers to a unit member who is the functional head of an Academic Support Center or Program, i.e., Learning Skills Center, Black Studies Program, Honors Program, Educational Media Center, Counseling Center.

3.4 "Academic Work Year" refers to two (2) semesters of approximately equal length commencing with the Faculty Institute, which shall not be held earlier than August 25, and ending May 31.

3.5 "Administration" or Administrators" shall mean those persons employed by Delaware State College who have supervisory or managerial responsibilities and who are not unit members.

3.6 "Assistant Academic Dean" refers to that administrator to whom the Department Chairmen and others shall have a direct reporting relationship.

3.7 "Bargaining Unit" refers to members of the unit represented by the Association as defined by Article IV of this Agreement.

3.8 "Base Salary" refers to that salary to which a faculty member is entitled by virtue of his appointment and shall not include compensation earned through overload teaching, evening sessions, summer sessions, or extra stipends for other duties.

3.9 "Board" refers to the Board of Trustees of Delaware State College.

3.10 "Calendar Day" refers to the normal days of the week, including weekends.

3.11 "College" refers to Delaware State College, a public land grant institution of higher learning, chartered by the State of Delaware whose principal office is located in Dover, Delaware. It is also considered to be the employer as mentioned in the Public Employees Law of the State of Delaware. For purposes of this Agreement the term "College" shall also be construed, unless otherwise indicated, as designating the Board of Trustees or its authorized agents. It is understood that in normal usage exclusive of this Agreement, the term " College" may refer to the entire College family, including the Board, the Administration, the Staff, the Faculty, and the Student Body.

3.12 "Contractual Year" refers to a pay period designated on a unit member's individual contract or letter of appointment.

3.13 "Department Chairman" refers to a faculty member who is the functional head of a Board approved academic department.

3.14 "Unit Member" refers to a member of the bargaining unit as defined in Article IV of this Agreement. It is understood that certain provisions of this Agreement concerning unit members who hold academic rank, i.e., Instructor or its equivalent and above, shall not be construed to apply to members of the bargaining unit who do not hold academic rank.

3.15 "Handbook" shall mean the Faculty Handbook effective at Delaware State College.

3.16 "Operating Budget" refers to the total, detailed budget of the College.

3.17 "Parties" shall mean the Board and the AAUP or Chapter.

3.18 "President," except as otherwise indicated, shall mean the President of Delaware State College.

3.19 "Counselors" refers to those counselors holding full-time appointments and appropriate graduate degrees with primary responsibilities for rendering professional counseling services under the direction of the Director of Counseling.

3.20 "Professional Librarian" refers to those librarians holding full-time appointments and appropriate graduate degrees with primary responsibility for rendering professional service under the direction of the Head Librarian.

3.21 "Ranked Faculty" or "Voting Faculty" refers to all persons employed by Delaware State College who hold appointments in any of the following categories: Professor, Associate Professor, Assistant Professor, and Instructor, or the respective equivalent ranks as defined in Article VII of this Agreement.

3.22 "Reasonable Time" or "Reasonable Notice" as used throughout this Agreement shall refer to ten (10) working days or fifteen (15) calendar days if the college is officially closed. When "reasonable notice" is applied to situations where the Association has made written requests to the College or the College has made written requests to the Association, the notice period shall begin upon receipt of such request.

3.23 "Vice President and Dean of Academic Affairs" refers to the chief academic officer or academic dean, whatever the title may be.

3.24 "Working Days" are defined as days exclusive of Saturdays, Sundays, formal holidays, periods when Institutes, Registration, classes and examinations are not scheduled, periods when the College is closed, and Summer Sessions.

3.25 "Year," unless otherwise noted, refers to the Academic Year.

3.26 Rules of Construction

3.26.1 Throughout this Agreement, the personal pronouns "he", "him", "his" and such nouns as "Chairman" are meant to imply their standard English connotation of male or female as appropriate.

3.26.2 The masculine, feminine, and neuter gender as used in this Agreement import one another, and the singular shall include the plural whenever applicable.

3.26.3 Titles and headings used herein are for identification purposes only and shall not be given any substantive effect in the interpretation or application of the provisions of this Agreement.

3.27 "Agreement" refers to that document as negotiated by and between the College and the Association and ratified by the Board of Trustees and the members of the Delaware State College Chapter of the American Association of University Professors.

ARTICLE IV

RECOGNITION OF UNIT

4.1 Delaware State College hereby recognizes the Delaware State College Chapter of the American Association of University Professors as the sole and exclusive bargaining representative as certified by the Department of Labor, State of Delaware, with respect to matters concerning wages, salaries, workload, sick leave, vacations, grievance procedures, sabbatical leaves, and other terms and conditions of employment as specifically set forth in this Agreement, for all employees of the College in the collective bargaining unit designated by that certification dated May 10, 1977, as follows:

> All full-time "voting" faculty as defined by Delaware State College, including Departmental Chairmen and Academic Directors.

The Association shall also represent the following full-time employees:

Professional Librarians
Counselors
Research Faculty
Extension Agents
Department and Library Assistants

4.2 Excluded from the unit are the following:

> All other employees, including administrators, deans, assistant deans, and other non-"voting" members of the college organization.

4.3 The College shall not aid, promote, or finance any other group or organization which purports to engage in collective bargaining on behalf of faculty members in the bargaining unit covered by this Agreement.

4.4 No person excluded from the bargaining unit as defined above shall represent the faculty or any member of the bargaining unit in the Faculty Senate or any of its committees, unless such service is constitutionally provided for.

4.5 The College shall notify the Association of any change of status, including promotion, termination, or change from or to part-time employment or administrative status of any member of the bargaining unit within fifteen (15) days after such change is determined.

4.6 The College shall not deliberately attempt to reduce the bargaining unit by arbitrary changes in titles or by the creation of new classifications.

4.7 It is agreed that full-time employees of the College who perform part-time faculty responsibilities and part-time administrative responsibilities shall be considered as members of the unit if their administrative responsibilities do not exceed fifty (50) percent of their total responsibilities. In cases of any dispute, unit determination shall become the responsibility of the Joint Chapter-College Committee, as established in Article XXIII.

ARTICLE V

NON-DISCRIMINATION

5.1 The College and the Association recognize not only a legal obligation to members of the bargaining unit, but also a moral and educational responsibility to achieve equal employment within the College both for the sake of fair employment practices and for the sake of meeting its educational objectives. Accordingly, it is agreed that no applicant for employment within the bargaining unit or member of the unit shall be discriminated against with regard to any aspect of employment on the basis of age, sex, race, creed religion or lack thereof, ideology, color, national origin or citizenship, marital status, number of dependents, physical disability, or membership or non-membership in any labor organization or political affiliation, provided that nothing herein shall be construed to allow non-members of the Association to engage in internal union activities.

5.2 The College and the Association shall adhere to federal and state laws and regulations as they apply to employment and affirmative action.

5.3 Neither the College nor the Association shall discriminate against any member of the bargaining unit because of membership or non-membership in the Association or for engaging in activities which may be supportive of or against the Association, providing such activities do not interfere with the performance of assigned duties.

5.4 The Association accepts its responsibilities as exclusive bargaining agent and agrees to represent equally and to admit to membership all persons within the recognized bargaining unit as defined in Article IV of this Agreement.

5.5 Except as modified by Article VII, Section 5, this Agreement shall be applied equally in all cases with respect to salaries and terms and conditions of employment.

5.6 Nothing contained in this Agreement shall prevent any faculty member from bringing before any governmental agency any complaint regarding discrimination with regard to age, sex, race, creed, religion or lack thereof, ideology, color, national origin or citizenship, marital status, number of dependents, physical disability, or membership or non-membership in any labor organization or political affiliation.

5.7 The College agrees not to establish any policy which shall prohibit in blanket fashion the appointment, retention, promotion, or the granting of tenure to any member of the bargaining unit solely because of family relationship to another member of the bargaining unit; however, both the College and the Association agree that bargaining unit members shall not initiate or participate in decisions involving a direct benefit to members of their immediate families, nor will they serve in positions where they will either directly supervise or fall under the direct supervision of a member of their immediate family.

ARTICLE VI

RIGHTS AND PRIVILEGES OF THE PARTIES

6.1 Except as limited by the specific and express terms of this Agreement, the Delaware State College Chapter of the AAUP retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law.

6.2 The College agrees not to enter into any agreement or understandings with members of the bargaining unit, individually or collectively, which in any way conflict with the terms and provisions of this Agreement.

6.3 The Association, its officers and members, shall be entitled to transact official AAUP business and hold meetings on college property or utilize college facilities at all reasonable times, provided that such activities do not interfere with or interupt normal college operations and follow college procedures.

6.4 The Association shall be entitled to reasonable use of the campus mail, in accordance with college procedures.

6.5 The Association shall have the right to post at appropriate places on campus bulletins, notices relevant to official AAUP business.

6.6 The Association shall have the same right as is accorded other college groups and constituencies to make announcements at faculty meetings or through public address systems wherever these exist.

6.7 A designated representative of the Association shall be offered a reasonable time on the agenda of the orientation meeting for new faculty.

6.8 The Association shall have the right to make reasonable use of college space, facilities, and equipment in accordance with college procedures. Current services and any others that may be provided college groups and academic departments shall be provided to the Association at the same rates, if any, as the College charges academic departments for such services.

6.9 In the event a problem arises concerning the appropriate use of college services or facilities, either the AAUP or the College may call for a conference which shall be held between representatives of the Association and the College as soon as possible in an effort to resolve the matter.

6.10 The College shall supply the Association with an office equipped with a desk, three (3) chairs, two (2) lockable file cabinets, and a waste paper basket. The phone number of the AAUP office shall be listed in the campus directory under AAUP.

6.11 Association officers shall be entitled to use the services of their departmental secretaries for AAUP business with the consent of the affected secretary and the departmental chairman, which consent shall not be unreasonably withheld. It is understood that the Association's use of such secretarial service will not interfere with the normal business of the department.

6.12 All members of the bargaining unit shall be permitted to attend scheduled meetings of the Association or its committees, provided that such attendance does not interfere with the discharge of college responsibilities.

6.13 Since the AAUP has historically been a professional organization, participation in AAUP activities shall be recognized as College service in the same manner that other professional services are recognized.

6.14 The Association shall be allocated twelve (12) credit hours of released time per semester to be divided as the Association determines among members who are serving as its officers and representatives, provided, however that no one faculty member from any single department, is given more than three (3) credit hours per semester of released time. The names of Association representatives entitled to released time and their proposed duties shall be provided by the AAUP to the President of the College, the Academic Vice President of the College, and the respective Chairmen of the departments affected at least six (6) weeks prior to the end of the semester preceding the semester for which released time is allocated. The affected department(s) shall be responsible for absorbing the loss caused by the released time. In the event that the affected department(s) is unable to absorb the loss, the Vice President and Dean of Academic Affairs, the chairmen and the Association shall meet to reach a mutually agreeable solution.

6.15 Professional Dues Deduction

6.15.1 During the term of this Agreement, the College agrees to deduct AAUP membership dues in an amount established by the AAUP and certified in writing by the AAUP Treasurer to the Vice President for Fiscal Affairs, proportionately each pay period, from the base salaries due all members who individually and voluntarily grant the College written authorization to do so on the "Salary Deduction Authorization" form attached hereto as Appendix A.

6.15.2 The AAUP assumes the responsibility to obtain and deliver to the Vice President for Fiscal Affairs said written authorization or notices of revocation, except that the College shall have no obligation to deduct or remit the dues payable for the account of any bargaining unit member whose dues deduction authorization form reaches the payroll office less than fifteen (15) calendar days before the semi-monthly pay day for which dues are to be deducted.

6.15.3 The Vice President for Fiscal Affairs shall forward such dues as are collected from the previous pay period together with a statement containing the names of those from whom deductions have been made and the amount deducted from each to the Treasurer of DSC-AAUP on or before the tenth day following each pay period.

6.15.5 The AAUP agrees to make whatever adjustments are necessary directly with a bargaining unit member who may as a result of the deduction procedure pay more or less than the dues established by the DSC-AAUP or the national AAUP.

6.15.6 In the event the amount of dues is changed by the DSC-AAUP at any time during this Agreement, the College will be so notified sixty (60) calendar days in advance and deductions will be made accordingly.

6.15.7 The AAUP agrees to release and discharge the College, its officers, agents, and employees from any and all liability whatsoever arising as a result of dues deductions. The College shall not be liable to AAUP by reason of this provision for the remittance or payment of any sum other than that constituting authorized deductions made from the pay earned by bargaining unit members.

6.15.8 The AAUP assumes full responsibility for the disposition of monies so deducted once they have been remitted to the Treasurer of DSC-AAUP as set forth above.

6.16 Access to Information

6.16.1 During the term of this Agreement, the College shall make available to AAUP, within a reasonable time after receiving a request therefor, pertinent information, records, statistics, and financial data which are reasonably required for the implementaion of this Agreement, the processing of grievances, and the negotiation of subsequent Agreements.

6.16.2 Within fifteen (15) days after receipt of notice that a member of the bargaining unit has ended an appointment for any reason whatsoever, including retirement, disability, or death, the College shall provide AAUP with a copy of such notice.

6.16.3 The College shall forward to AAUP copies of all severance notices of members of the bargaining unit at the same time as such notices are sent to the said unit member.

6.16.4 The College shall notify AAUP of any change in status of any member of the bargaining unit after such change is approved. Such notice shall include salary changes.

6.16.5 The College shall notify AAUP within fifteen (15) working days of the granting of academic leave or other leave of more than two (2) weeks' duration to any member of the bargaining unit.

6.16.6 The AAUP shall be provided with a copy of the minutes of each Board of Trustees meeting. The agenda of any public meeting of the Board of Trustees shall be sent to the AAUP at the time that such agendas are sent to members of the Board.

6.16.7 Upon request, the College shall provide the AAUP with two (2) copies of each of the following: The College Catalog, the Semester Registration booklet, the Faculty Handbook, and the College Telephone Directory. The College further agrees that the same amount of copies shall be provided the AAUP for subsequent editions of the Catalog, Registration Booklet, Handbook, and Directory.

6.16.8 On or before the first day of classes in September, the College shall designate that individual administrator who shall be responsible for complying with each of the provisions of Article VI, Section 16, of this Agreement. The information requested and agreed upon in Article VI, Section 16, shall be forwarded by the College to the President of AAUP.

6.17 Management Rights

The Board of Trustees or its designated agent shall retain all management rights and functions as vested in it by law and the Charter and By-Laws of the College, except as modified or limited by the express terms of this Agreement.

ARTICLE VII

APPOINTMENT AND REAPPOINTMENT

7.1 The College and the Association agree that faculty status, including appointment, reappointment, promotion, tenure, non-reappointment, and dismissal, is a shared responsibility in which the faculty shall play a major role as more specifically set forth in this Agreement.

7.2 The terms and conditions of every appointment to the faculty, including those which are of a part-time or special nature, shall be stated or confirmed in writing and a copy of the appointment document shall be in the possession of both the College and the faculty member before the appointment is consummated and shall incorporate this Agreement by express reference. A copy of the appointment document shall be placed in the faculty member's personnel file.

7.3 Any subsequent extensions or modifications of such appointment (other than with respect to changes in this Agreement as negotiated by the College and the Association) and any special understanding or any notices incumbent upon either party to provide will be stated or confirmed in writing by document between the faculty member and the College, and a copy will be given to the faculty member and a copy placed in the member's personnel file.

7.4 Rights and benefits of faculty members set forth in this Agreement shall be assimilated by reference into and made part of any individual contract between the faculty member and the College. In the event of conflict between the terms of an individual contract and the terms of this Agreement, the terms of this Agreement shall be controlling.

7.5 This Agreement states the minimum terms and conditions for employment or continued employment of a faculty member, and the College shall not employ a faculty member on terms less favorable than those stated herein. In the event the College wishes to employ or to continue employment of a faculty member on terms more favorable than those specified herein, it may do so only after consultation with the Association.

7.6 With the exception of special appointments clearly limited to a brief association with the College and reappointments of retired faculty members on special conditions, all appointments to the faculty of Delaware State College shall be of three kinds: probationary appointments leading to tenure, appointments not leading to tenure, and appointments with continuous tenure.

Probationary appointments leading to tenure shall include full-time appointments at the rank of Assistant Professor, Associate Professor, Professor, Professional Librarians (Ranks I-IV) or Research Faculty. These unit members shall be eligible for promotion.

Appointments not leading to tenure shall include all appointments to auxiliary ranks (Visiting, Artist-in-Residence, Departmental Assistant, Library Assistant, Extension Agent, Adjunct or Part-time), appointments to the rank of Counselor (Ranks I-IV) and Instructor, and appointments to the academic ranks which are either substitute appointments for a faculty member on sabbatical or leave or appointments predominantly funded by outside grants and contingent upon the continuing availability of such external funding.

Appointments with continuous tenure shall include appointments to academic rank after the completion of a probationary period and the award of tenure as set forth in Article VIII of this Agreement. Faculty members holding appointments with continuous tenure may not be dismissed for cause or terminated except as set forth in Article X of this Agreement.

The particular kind of appointment shall be stipulated in the appointment document. All probationary appointments shall be for a definite term, usually one (1) year or less. The Board, however, reserves the right, solely at its discretion, to offer multi-year appointments of up to three (3) years length to highly qualified candidates for appointments or probationary reappointments.

7.7 Faculty members holding probationary or non-tenure track appointments shall be informed each year in writing of an appointment, if such appointment is renewed.

7.8 The College shall normally notify faculty members, both tenured and non-tenured, of the terms and conditions of their appointment for the following academic or fiscal year by April 1.

7.9 Most academic appointments shall be for the academic year and payable over a ten-month or twelve-month period, at the faculty member's option. Certain appointments, however, may carry responsibilities through the summer months and such appointments shall be on a twelve-month basis at a commensurate salary. Such twelve-month appointments shall be limited and shall be consistent with the fiscal year from July 1 to June 30. Any appointments made and commencing during the first semester of the academic year or the first six (6) months of the fiscal year shall be counted for the purpose of entitlement to sabbatical leave or leave of absence and as part of the probationary period of service as beginning with that academic or fiscal year, as the case may be. Any appointments made and commencing during the second semester of the academic year or the second half of the fiscal year, shall be counted for the purpose of entitlement to sabbatical leave or leave of absence and as part of the probationary period of service as commencing with the next full academic or fiscal year, as the case may be. This provision shall apply only to faculty members appointed after July 1, 1981.

7.10 Qualifications for Appointments

The following professional qualifications shall be considered minimal for initial appointments and promotions to rank:

Professor: To be eligible for the rank of Professor, a faculty member must have a record of outstanding performance normally involving both teaching and research or creativity or performance in the arts, or recognized professional contributions in his field. The faculty member must hold the earned doctorate from a regionally accredited institution in a discipline appropriate to the assigned academic department and have at least ten (10) years of effective and relevant experience directly related to his anticipated responsibilities.

Associate Professor: To be eligible for the rank of Associate Professor, a faculty member must have a record of effective performance usually involving both teaching and research or creativity or performance in the arts, or recognized professional contributions in his field. The faculty member must possess strong potential for further development as a teacher and/or as a scholar. The faculty member must hold the earned doctorate from a regionally accredited institution in a discipline appropriate to the assigned academic department and have at least five (5) years of effective and relevant experience directly related to his anticipated responsibilities.

Assistant Professor: To be eligible for the rank of Assistant Professor, a faculty member must possess strong potential for development as a teacher and/or scholar. The faculty member must hold an earned master's degree from a regionally accredited institution and have earned a minimum of twenty-four (24) graduate credits beyond the master's degree toward the doctorate from a regionally accredited institution in a discipline appropriate to the assigned academic department. It is normally expected that the person appointed to this rank shall be enrolled in a doctoral program appropriate to the discipline. The faculty member shall normally be expected to have at least three (3) years of effective and relevant experience related to his anticipated responsibility.

Instructor: To be eligible for the rank of Instructor, a faculty member must hold a master's degree from a regionally accredited institution in a discipline appropriate to the assigned academic department and show definite promise of teaching and/or research ability.

7.10.1 In certain disciplines, faculty members may be appointed whose primary responsibilities lie in research rather than teaching. Such faculty members shall be ranked as follows: Research Professor; Research Associate Professor; Research Assistant Professor; and Research Instructor.

Such ranks shall be the equivalent, respectively, of Professor, Associate Professor, Assistant Professor, and Instructor, and the same professional qualifications shall be considered minimal for initial appointments and promotions to rank; however, more emphasis shall be placed upon a faculty member's research abilities and publications than teaching experience when considering such a faculty member for initial appointment, promotion, tenure, or reappointment.

7.10.2 Professional Librarians hold faculty rank and status. The Librarian's academic preparation for an appointment to the faculty is established on the basis of the terminal professional degree. The basic quality which must be evident for initial appointment to rank or promotion to rank is the ability to perform at a high professional level in areas which contribute to the educational and research mission of the College such as: reference service, collection development, bibliographic organization and control.

The following professional qualifications shall be considered minimal for initial appointments and promotions to rank among professional librarians.

Librarian IV: To be eligible for the rank of Librarian IV, a professional librarian must have a record of outstanding achievements in bibliographic activities, research, or recognized professional contributions in his field. The librarian must hold the earned doctorate from a regionally accredited institution in a discipline appropriate to and/or complementing professional library service and have at least ten (10) years of effective and relevant experience directly related to his anticipated responsibilities.

Librarian III: To be eligible for the rank of Librarian III, a professional librarian must have a record of substantial professional contributions to the library and to the institution, as well as attainment of a high level in bibliographic activities, research, or recognized professional contributions in his field. The librarian must hold the earned doctorate from a regionally acredited institution in a discipline appropriate to and/or complementing professional library service and have at least five (5) years of effective and relevant experience directly related to his anticipated responsibilities.

Librarian II: To be eligible for the rank of Librarian II, a professional librarian must possess strong potential for development as a librarian and a record of significant professional contributions to the library and the institution. The librarian must hold an earned master's degree from a regionally accredited institution in library science or information science, have earned a minimum of twenty-four (24) graduate credits beyond the master's degree toward the doctorate from a regionally accredited institution in a discipline appropriate to and/or complementing professional library service. It is normally expected that the person appointed to this rank shall be enrolled in a doctoral program appropriate to the discipline. The professional librarian shall normally be expected to have at least three (3) years of effective and relevant experience related to his anticipated responsibilities.

Librarian I: To be eligible for the rank of Librarian I, a professional librarian must hold the master's degree from a regionally accredited institution in library science or information science and show definite promise of successful performance as a professional librarian.

The ranks of Librarians IV-I shall be the equivalent of Professor, Associate Professor, Assistant Professor and Instructor, respectively.

7.10.3 Counselors do not hold academic or "voting" rank nor are counselors eligible for tenure. The following professional qualifications shall be considered as minimal for initial appointment or promotion among counselors. Appointment and/or promotion to these levels are not automatic. They shall be based on merit, not solely years of service, nor are the faculty salary minima applicable.

Counselor IV: To be eligible for the rank of Counselor IV, a professional Counselor must have a record of outstanding achievement in the field of counseling and have made recognized professional contributions in his field. He must also have a record of substantial professional contributions to a Counseling Center or its equivalent, and to an institution of higher education. The Counselor must hold the earned doctorate degree from a regionally accredited institution in a discipline appropriate to and complementing counseling, and have at least ten (10) years of effective and relevant experience directly related to his anticipated responsibilities.

Counselor III: To be eligible for the rank of Counselor III, a professional Counselor must have a record of substantial professional contributions to a Counseling Center or its equivalent and to an institution of higher education, as well as attainment of high level, recognized, professional contributions to the field of counseling. The Counselor must hold the earned doctorate degree from a regionally accredited institution in a discipline appropriate to and complementing professional counseling and have at least five (5) years of effective and relevant experience directly related to his anticipated responsibilities.

Counselor II: To be eligible for the rank of Counselor II, a professional Counselor must have strong potential for development as a Counselor and a record of significant professional contributions to a Counseling Center or its equivalent and to an institution of higher education. The Counselor must hold the earned master's degree in Counseling from a regionally accredited institution and have earned a minimum of twenty-four (24) hours beyond the master's degree in a discipline appropriate to and complementing counseling and have at least three (3) years of effective and relevant experience beyond the thirty (30) hours directly related to his anticipated responsibilities. It is normally expected that persons appointed to this rank shall be enrolled in a doctoral program appropriate to the discipline.

Counselor I: To be eligible for the rank of Counselor I, a professional Counselor must hold the master's degree in counseling from a regionally accredited institution and show definite promise of successful performance as a counselor.

Upon ratification of this Agreement, the Vice President for Student Affairs, in consultation with the Director of Counseling, will review the qualifications and other such evidence as the unit member shall provide and make recommendations to the President of the College where changes in title are appropriate.

7.10.4 Auxiliary Ranks

a. Visiting Ranks: A visiting appointment is the appointment of a highly qualified individual with the understanding that such appointment shall not exceed three years. Persons holding visiting rank shall be considered voting members of the faculty and subject to all provisions of this Agreement except for promotion, tenure, and non-reappointment.

b. Artist-in-Residence: This rank shall designate an appointment of an individual who has attained significant national recognition as an artist and who can provide both the College and the appropriate department with specific expertise as both an artist and teacher. The accomplishments of an Artist-in-Residence shall usually be in the traditional fields of Art, Music, Letters, Theatre, or Dance. Persons holding such an appointment shall be considered voting members of the faculty and are subject to all provisions of this Agreement except for promotion, tenure, and non-reappointment.

c. Department or Library Assistant: To be eligible for appointment as a Department or Library Assistant, a person must possess at least a bachelor's degree from a regionally accredited institution in a discipline appropriate to the assigned academic department or library and have special skills related to his assignment. Department and Library Assistants shall be given job descriptions of their expected duties as well as other terms and conditions of their appointments. Neither Department nor Library Assistants hold academic rank.

d. Extension Agent: This auxiliary rank is available only from the Department of Agriculture and Natural Resources. Eligibility and qualifications for such appointments are established by the department based upon program considerations within the department. Extension agents do not hold academic rank.

e. Half-time Appointment: A half-time appointment shall designate an appointment made to fill a position which is judged to be temporary or tentative. A half-time appointment to one of the academic ranks requires the same professional qualifications as appointment to a corresponding full-time faculty rank. All half-time appointments shall be for a specific term and in accordance with the selection procedures set forth in Article 7.11. Half-time appointees shall be expected to carry a half work load, including two (2) courses or their equivalent, service on committees, advisement, and other such duties as performed by full-time faculty. Half-time faculty are not members of the bargaining unit and are not subject to the provisions of this Agreement except as specifically noted in this Agreement.

f. Adjunct Ranks: The adjunct rank shall designate a part-time appointment made to fill a position which is judged to be temporary or tentative. Appointment to an adjunct rank requires the same professional qualifications as appointment to a corresponding full-time faculty rank. The adjunct rank shall designate an appointment of an individual who is of substantial professional caliber and is appointed by the College to bring to it specific expertise. All adjunct appointments shall be for a specific term and in accordance with the selection procedures set forth in Article 7.11. In the event that no full-time faculty within a department are available for overload, an adjunct faculty appointment may be made for no more than two (2) courses. Adjunct faculty are not members of the bargaining unit and are not subject to the provisions of this Agreement except as specifically noted in this Agreement.

7.11 Selection and Appointment of Faculty Members

7.11.1 The departmental personnel committee shall review department faculty needs and, if replacement or additional staff is needed, frame requests, with justification, to be transmitted to the Vice President and Dean of Academic Affairs by the department chairman. The department personnel committee shall take into consideration projected enrollments in the department, curriculum requirements and the number of sections needed. Normally, such review and requests shall occur in conjunction with departmental budget requests; however, it is agreed that unforeseen needs may arise and that requests for additional or replacement appointments may be made after the formal budget request.

7.11.2 Once the Vice President and Dean of Academic Affairs certifies that a faculty position is to be filled, the department personnel committee shall (a) determine the basic qualifications for each position to be filled including academic credentials and experience in the appropriate discipline; (b) advertise the position in appropriate professional journals and local and regional newspapers, (c) screen the applications and (d) select candidates to be invited for a personal interview, subject to budget limitations.

7.11.3 The appropriate Assistant Academic Dean shall serve as an ex-officio member of the Department Committee.

7.11.4 When candidates are invited to the campus, department members shall be informed and arrangements shall be made for the candidate to meet as many department members as possible. Candidates shall be interviewed by the personnel committee members, the Chairman of the department or his designee, the Vice President and Dean of Academic Affairs or his designee, and if possible, the President of the College or his designee. Only under rare and exceptional circumstances should personal interviews with prospective faculty members be omitted.

7.11.5 In the event that the search is for a department chairman, the Vice President and the Dean of Academic Affairs may appoint faculty members from other departments to serve on the personnel committee. Normally, members of the affected department shall constitute a majority of the personnel committee. Under no circumstances shall the personal interview process be omitted in the search for a department chairman.

7.11.6 During the interviews and in arriving at a final recommendation, those responsible for recommending the appointment of new faculty members shall take into consideration the Judgmental Criteria used for promotion and tenure as set forth in Article VIII of this document. The question of teaching effectiveness shall be one of the principal factors in deciding faculty appointments, except for appointments to ranks or disciplines that do not involve teaching. In any case, reasonable efforts shall be made to determine a candidate's teaching or professional effectiveness.

7.11.7 After interviews have been completed, the personnel committee shall poll members of the department who participated in the interviews and others who have reviewed the candidates' credentials. The Department Chairman shall then forward the recommendations of the department along with his own, if different, to the appropriate Vice President and to members of the department personnel committee. The recommendations of the department shall include the credentials of the preferred candidate or candidates and other supporting documents, reasons supporting the choice of that candidate(s), and recommended salary range and rank.

7.11.8 The rank to be offered the candidate shall, in most cases, be consistent with the professional qualifications set forth under this Article. Under rare and exceptional circumstances, however, outstanding creative achievement, exceptional scholarly and professional attainments, and national recognition by academia, industry, and/or professional societies may, in the absence of the appropriate academic degree and/or years of experience, be evaluated for equivalence by the department in its recommendation of rank to be offered. Such exceptions shall be fully documented.

7.11.9 The Vice President and Dean of Academic Affairs shall review the department recommendation and shall support a well-documented recommendation except for substantial reasons which shall not be arbitrary. If the Vice President and Dean of Academic Affairs feels compelled to depart in any way from the department recommendation and if the department requests it, he shall meet with the department to discuss his decision. If the department and the Vice President and Dean of Academic Affairs cannot come to agreement on a suitable candidate, both parties may appeal to the President of the College.

7.11.10 If the appointment is approved by the Vice President and Dean of Academic Affairs, he shall recommend the appointment to the President of the College, who, if he approves, shall recommend the appointment to the Board of Trustees. Normally, the President of the College and the Board shall approve a well-documented recommendation which has the support of the department and the Vice President and Dean of Academic Affairs. If approval is withheld, detailed reasons shall be given in writing to the personnel committee within fifteen (15) calendar days of the decision.

7.11.11 Upon approval of the Board of Trustees, a candidate shall be notified of an appointment by the President of the College. Such notice shall be consistent with the terms of this Agreement.

7.11.12 A candidate shall be given a specified amount of time, usually no more than thirty (30) days, in which to accept or reject the offer of appointment.

7.11.13 Prior to assuming faculty responsibilities, a new faculty member shall be given a copy of this Agreement, the Faculty Handbook, and any other documents pertinent to his role as a faculty member.

7.11.14 If a new department is being created, the Vice President and Dean of Academic Affairs shall appoint an ad hoc search committee consisting of five (5) members of the faculty from related or other disciplines to act in lieu of the department personnel committee. The ad hoc committee shall follow the procedures set forth above.

7.11.15 The above procedures shall also be followed in the appointment of auxiliary faculty and shall also apply to adjunct or part-time appointments of individuals to teach credit courses in the Division of Continuing Education. Nominees for such adjunct appointments may come from many sources including but not limited to the department faculty, the department chairman, the Assistant Academic Dean, the Director of Continuing Education, and the Vice President and Dean of Academic Affairs. However, such nominees shall be considered by the chairman and members of the department before a department recommendation is forwarded to the Vice President and Dean of Academic Affairs.

7.11.16 The parties hereto recognize that resignation beyond the usual dates of notification, withdrawals of candidates prior to the start of classes, and the need to appoint new faculty members because of unforeseen enrollments induce hardships for both the college and the department. In such cases, the procedures described herein may be modified according to the circumstances. In any event, members of the department and the department chairman or his designee shall either meet with candidates and/or review credentials; and the department shall be responsible for conveying a recommendation to the Vice President and Dean of Academic Affairs as promptly as circumstances permit.

7.11.17 Appointments to the ranks of professional librarians shall follow the procedures set forth in this Article, except that the Director of the Library - Learning Center shall be included in the procedure and shall receive the recommendation of the department and forward such recommendation along with his own to the Vice President and Dean of Academic Affairs.

7.11.18 Appointments as professional counselors shall follow the procedures set forth in this Article, except that the Vice President for Student Affairs shall act in the place of the Vice President and Dean of Academic Affairs.

7.12 Reappointment

7.12.1 Initial tenure track faculty appointments shall be probationary and shall be on a year-to-year basis until either tenure is achieved or a terminal contract is offered or non-reappointment is recommended. Unless limited by specific terms of an individual contract, appointments not leading to tenure shall also be on a year to year basis until a terminal contract is offered or non-reappointment is recommended

7.12.2 Probationary faculty members and other unit members being considered for reappointment shall be evaluated according to the procedures set forth in this Agreement.

7.12.3 Reappointment shall be based upon a faculty member's competence in teaching and/or research, or fulfilling non-teaching responsibilities and upon the faculty member's potential for professional recognition and professional service. Those charged with the responsibility of evaluating the faculty member shall take into consideration the Judgmental Criteria used for promotion as set forth in Article VIII of this Agreement.

7.12.4 Recommendation for reappointment shall be made by the Department Chairman to the Vice President and Dean of Academic Affairs, or his designee, according to the procedures defined in the departmental by-laws when a majority of those responsible for evaluating a probationary faculty member so recommend.

7.12.5 The Vice President and Dean of Academic Affairs, or his designee, shall review the recommendation of the Department Chairman and shall support a favorable recommendation except for substantial reasons which shall not be arbitrary. In the event the Vice President and Dean of Academic Affairs recommends for non-reappointment, he shall meet within a reasonable time to discuss reasons with those responsible for the favorable recommendation. If agreement is not reached on reappointment of a probationary faculty member, either or both parties may appeal to the President of the College.

7.12.6 If reappointment is approved by the Vice President and Dean of Academic Affairs, he shall recommend the reappointment to the President of the College, who if he approves, shall recommend reappointment to the Board of Trustees. The Vice President and Dean of Academic Affairs and the President of the College shall normally recommend reappointment based upon the favorable recommendation of the majority of those in the department responsible for evaluating a probationary faculty member.

7.12.7 Probationary faculty members shall receive notification of their reappointment according to the provisions of this Article.

7.12.8 The above reappointment procedures shall also apply when applicable to auxiliary faculty members.

ARTICLE VIII

PROMOTION AND TENURE

8.1 Basic Principles Underlying the Promotion and Tenure Process

8.1.1 Processes and bases for promotion and tenure must remain flexible to allow for individual uniqueness and creativity in performance. Criteria must not attempt to make all faculty members perform alike.

8.1.2 Even though value judgments by those responsible for making promotion and tenure decisions will always play a role in determining who is promoted or granted tenure, documented evidence consistent with the mission statement of the College must be used to support the decisions.

8.1.3 Procedures which are established should be aimed at assisting faculty members to perform at levels deemed worthy of promotion and tenure, consistent with the mission statement of the college.

8.1.4 Evidence concerning a faculty member's qualifications for promotion and tenure may be gathered from many sources including the faculty member himself, his department chairman, any of his other colleagues in the college, his students and former students, or by persons outside the college whenever appropriate who are familiar with his work.

8.1.5 The Promotion and Tenure Committee's bases for decisions will be delineated in written form. In the event of denial of promotion or tenure, the unsuccessful candidate will be informed of the manner in which he has failed to meet the criteria.

8.1.6 Promotion and Tenure are not automatic. Individuals once promoted or tenured are expected to continue to make contributions in the areas of professional competence, professional recognition, and professional service.

8.2 Definitions

8.2.1 Faculty: A ranked faculty member for purposes of this Article is a full-time person who holds the rank or its equivalent as set forth in this Agreement of Instructor, Assistant Professor, Associate Professor, or Professor in one of the recognized academic departments of the College or the Learning Skills Center and whose primary responsibilities are to engage in teaching, research, or professional library service. Only faculty members as defined herein are eligible for promotion; and, only ranked faculty at the level of Assistant Professor and above are eligible for tenure. Auxiliary faculty as set forth in this Agreement are not eligible for consideration. Faculty members who transfer into administrative positions shall retain their rank and tenure. Promotion in rank or awarding of tenure may not be granted to persons serving in administrative positions.

8.2.2 Promotion: The faculty of Delaware State College is distributed among the ranks set forth in this Agreement. Promotion is the advancement of a faculty member from one of those academic ranks to the next higher.

8.2.3 **Tenure:** Academic tenure defines the character of faculty appointments at Delaware State College as continuous until resignation, retirement, termination, or dismissal for just cause.

8.2.4 Promotion and Tenure Committee of the Faculty

Membership: Five tenured faculty members, three full professors and two associate professors, shall be elected by secret ballot by the Faculty at its May meeting. In the event of a vacancy, the faculty shall elect a replacement. Each member of the Committee will serve two years. Three members will be elected one year, two members in alternate years. Faculty members from the same department shall not serve simultaneously; the membership of the Committee should represent a variety of disciplines. Members of the Committee shall evaluate faculty only in their role as members of the Committee; for this reason, a Committee member must dismiss himself from the Committee when an individual is being considered that the Committee member has evaluated earlier in the promotion and/or tenure process or when the Committee member has a vested interest in the individual under consideration.

Since Chairmen of departments are obligated to make recommendations concerning promotion and tenure of members of departments, it is recommended that Chairmen refrain from serving on the Committee unless they anticipate no situation in which they would have to absent themselves from the Committee. A Department Chairman, however, may be requested by the Committee to serve as an ex-officio non-voting participant of the Committee in matters involving his department. No faculty member who is being considered for promotion shall serve on the Promotion and Tenure Committee.

Duties: The Promotion and Tenure Committee shall receive all submitted material and the evaluation and/or recommendations of departmental colleagues, chairmen, and the Vice President and Dean of Academic Affairs. Summary student evaluations shall be submitted at the request of the Committee.

The Committee must consider carefully the qualifying criteria of each applicant and evaluate each applicant by fairly applying the judgmental criteria. Committee members must make themselves familiar with the performance and attainment of applicants. The Committee shall have the authority to question those who have made evaluations, question applicants, observe applicants, and request any further information deemed necessary to reach a fair decision.

The Committee's primary responsibility is the evaluation of candidates for promotion or tenure. The recommendations of the Promotion and Tenure Committee shall be forwarded to the President of the College through the Vice President and Dean of Academic Affairs.

8.3 Policies Governing Promotion

8.3.1 Promotion shall be based on merit, not solely on years of service.

8.3.2 Merit can be fairly assessed only after a faculty member has spent a reasonable period of time in a particular rank, as defined in 8.3.6

8.3.3 As stated previously, promotion is not automatic; it is the recognition that a faculty member not only meets the minimum standards for higher rank as defined in the section on Initial Appointments, but has also demonstrated significant achievements in the areas of professional competence, professional recognition, and professional service.

8.3.4 Two categories shall be considered in promotion decisions: Qualifying and Judgmental.

8.3.5 Qualifying Criteria: To be eligible for consideration for promotion, a faculty member must meet the minimal professional qualifications set forth in this Agreement in Article VII, Section 10.

8.3.6 Secondly, a faculty member must have a certain number of years in rank at Delaware State College:

Length of Service in Rank: Length of service in rank refers to the number of years that a faculty member has spent in his present rank. To be eligible for promotion to Assistant Professor, a faculty member shall have been an Instructor for at least one year. To be eligible for promotion to Associate Professor, a faculty member shall have been an Assistant Professor for at least three years. To be eligible for promotion to Professor, a faculty member shall have been an Associate Professor for at least four years.

8.3.7 Under rare and exceptional circumstances, however, outstanding creative achievement, exceptional scholarly and professional attainments, and national recognition by academia, industry, and/or professional societies may, in the absence of the appropriate academic degree and/or years of experience, be evaluated for equivalence by the Promotion and Tenure Committee. The above criteria are not intended to be restrictive and deny the exceptional and outstanding faculty member the right to advance to higher rank. Certain conditions for justifiable exception to the qualifying criteria for promotion must be met:

a. In rare cases where a faculty member does not meet the requirements for a specific rank as specified above, and the faculty member believes there are grounds for waiving these requirements or considering others, a request for an exception to these requirements may be made.

b. This request should delineate the conditions which are deemed exceptional and the justification supporting approval of the request. The request should be accompanied by appropriate documented evidence which establishes the nature of the exception and how it relates to the individual's assignment.

c. The request for exception should be directed to the department chairman by the individual requesting the exception. This request is then processed in the manner established for all recommendations for promotion.

8.3.8 Approval of exceptions to the qualifying criteria shall not establish precedents. Each exception shall be judged on its own merits.

8.4 Policies Governing Tenure

8.4.1 Until tenure is granted, an appointment to faculty rank leading to tenure is considered probationary.

8.4.2 Academic tenure means an appointment that can be terminated only for specifically stated causes as set forth in Article X. It should be granted only to persons who have demonstrated by passing successfully through a period of probation that they are fully qualified teachers, researchers, or librarians. Tenure is a privilege, not a right. It is the recognition that a faculty member has made some worthy contribution to the College and the profession in terms of professional competence, professional recognition, and professional service.

8.4.3 Tenure is thus based upon merit, not solely years in service. Merit can be fairly assessed only after a faculty member has spent some time as a member of the Delaware State College faculty.

8.4.4 Two categories shall be considered in tenure decisions: Qualifying and Judgmental.

8.4.5 Qualifying Criteria: To be eligible for consideration for tenure, a faculty member must hold the rank or the equivalent rank of Assistant Professor, Associate Professor, or Professor. A faculty member may request initial consideration for tenure as follows: (a) during the fifth year of full-time service for persons holding the rank of Assistant Professor; (b) during the fourth year of full-time service for persons holding the rank of Associate Professor; and (c) during the third year of full-time service for persons holding the rank of Professor. If a faculty member does not achieve tenure during the first consideration period he shall be considered again two (2) years later or if a faculty member chooses not to be considered during the initial period, he shall be considered two (2) years later. Thus faculty members shall be given final consideration for tenure as follows: (a) during the seventh year of full-time service for persons holding the rank of Assistant Professor; (b) during the sixth year of full-time service for persons holding the rank of Associate Professor; and (c) during the fifth year of full-time service for persons holding the rank of Professor. If tenure is not achieved during the final period of consideration, the faculty member shall be given a terminal contract for the next academic year.

8.4.6 Years of service at Delaware State College shall count as full academic years of service; part-time service, leaves of absence, and appointments beginning the second semester of the academic year shall not count toward tenure. In the event that a sabbatical is granted before tenure is achieved, such a sabbatical year or semester shall count as a service period.

8.4.7 Faculty members holding the rank of Instructor cannot achieve tenure. All instructors should plan their professional growth so as to gain promotion to Assistant Professor within six (6) years after their initial appointment. These six (6) years of full-time service may not necessarily be consecutive if an approved leave of absence is granted and up to three (3) of those years served as an Instructor may be counted as service time in determining an Assistant Professor's eligibility; in the case of Instructors who have held that rank prior to the effective date of this Agreement, up to four (4) years as an Instructor may be counted as service time. Instructors who do not gain a promotion by the end of the six (6) year period will be given a terminal contract for the seventh year; however, exceptions may be made in the case of Instructors who have held that rank prior to July 1, 1981.

8.4.8 In the event that a ranked faculty member resigns the position and then returns to Delaware State College some years later, the previous years of service shall not apply toward tenure.

8.4.9 In the event that a faculty member holding academic rank and serving a probationary appointment not leading to tenure receives a probationary appointment leading to tenure, up to three (3) years of full-time service may be counted toward tenure.

8.5 Judgmental Criteria for Promotion and Tenure

8.5.1 Meeting the qualifying criteria for promotion or tenure, or requesting an exception to the qualifying criteria for promotion and being granted that exception, establishes eligibility, but does not assure either immediate or eventual promotion or tenure.

8.5.2 Departmental Chairman, Departmental Colleagues, the Vice President and Dean of Academic Affairs, and the Promotion and Tenure Committee shall use the following judgmental criteria in evaluating a faculty member for promotion, tenure, or reappointment:

a. Professional Competence: Competence in teaching is an absolute necessity for promotion or tenure of those faculty members whose primary responsibility is teaching. Insofar as they pertain to teaching competence, efforts by the faculty member at curriculum development and improvement, teaching innovations, continuing self-education, in-class observations by others, and other forms of evaluation shall be used as evidence of a faculty member's teaching competence. Competence in the performance of other professional duties appropriate to certain disciplines--research, library work, etc.--is correspondingly an absolute necessity for the promotion of non-teaching faculty or faculty members whose primary responsibilities do not include teaching.

b. Professional Recognition: Professional recognition comes in many forms and may vary with the faculty member's discipline. In almost all fields, research, publication, and evidence of creative work are considered valuable. Consequently, the publication of scholarly books, monographs, and articles in publications recognized by and within the discipline shall be considered. In the areas of literature and the fine or performing arts, creative artistic production is also a primary vehicle for achieving professional recognition. In many fields, external consultation, work with colleagues and advanced students on research and scholarly projects, and the stimulation of research projects or grants are appropriate bases for professional recognition. In addition, holding office in national and state professional associations and contributing papers or services to such organizations are worthy of professional recognition. For promotion to full professor, a scholarly publication other than the dissertation shall be presented.

c. Professional Service: Professionally relevant activities directed toward service to the department, the college, and the community shall contribute to favorable consideration for promotion or tenure. Faculty members shall demonstrate dependability and meaningful participation as a member of departmental or faculty committees, and shall have made significant contributions to the department, the college, and the community.

8.5.3 Additional Judgmental Criteria: Additional or more particulary judgmental criteria may be developed by the individual departments as they apply to that discipline. Such additional criteria may be submitted as part of the recommendations of the Department Chairman to be considered by the Promotion and Tenure Committee.

8.5.4 Application of Judgmental Criteria: In considering candidates for tenure, professional competence, professional recognition, and professional service are all important. In applying these criteria professional competence shall be given greater weight than the other judgmental criteria. While the above judgmental criteria are essentially the same as those considered for promotion, the Promotion and Tenure Committee is expected to apply the judgmental criteria more rigorously in considering tenure. Unlike promotion, tenure is a permanent commitment on the part of the Faculty and the College. Faculty members granted tenure must be deemed worthy of permanent appointment.

8.6 Procedures for Promotion or Tenure

8.6.1 The responsibility for initiating consideration for promotion or early tenure rests with the faculty member. For faculty members who choose not to be considered for tenure during the initial period or faculty members who did not achieve tenure during the initial period, the responsibility for the initiating consideration for a final tenure decision rests with the Department Chairman who must make an appropriate recommendation at that time. A faculty member is still responsible for reviewing his personnel file, supplying the necessary supporting documents, and seeing that the proper procedures are followed.

8.6.2 In any case, the Vice President and Dean of Academic Affairs shall notify all faculty members who are serving the last year of a probationary period that they will be considered or reconsidered for tenure; a list of such faculty members shall be sent to the Chairman of the departments involved and to the Chairman of the Promotion and Tenure Committee.

8.6.3 The faculty member has the obligation to become fully aware of the qualifying criteria for promotion or tenure.

8.6.4 The faculty member shall meet with the Department Chairman to review the qualifying criteria for promotion or tenure and to ascertain whether the criteria have been met or if the Chairman is willing to support an exception to the criteria for promotion. Following such a meeting, the faculty member shall make application by letter to the Chairman of the Promotion and Tenure Committee for consideration for promotion or tenure. In the case of a faculty member who is to be considered for a final tenure decision, the Chairman shall submit the faculty member's name for final consideration.

8.6.5 Once the application for promotion or tenure has been submitted, the faculty member has the responsibility to review his personnel file in order to ascertain that credentials, evaluations, and other documents in the file are in order. The faculty member may choose to respond to comments in the file if he has not done so previously. The candidate for promotion or tenure shall also prepare an up-dated vita and documents supporting claims of publication or other accomplishments for inclusion in the personnel file. However, such review and up-dating should be an ongoing process, whether or not a faculty member is being considered for promotion or tenure.

8.6.6 The Chairman of the Department, after consultation with the faculty member and a review of supporting documents, or copies thereof, and after consultation with other members of the department who hold higher rank than the candidate for promotion or tenure, shall submit such recommendations in writing to the Vice President and Dean of Academic Affairs.

In accordance with the provisions concerning department governance in Article XIX of this Agreement, the faculty members of the department shall establish a Departmental Personnel Committee of tenured, senior faculty members to make recommendations concerning appointment, re-appointment, promotion, and tenure of members of the department and to conduct peer evaluations. Such recommendations shall be submitted in writing in addition to the Chairman's recommendations. Such a committee shall serve as the department's means of establishing peer review procedures.

In the event that a department lacks tenured, senior faculty members, the departmental committee shall be composed of other faculty members of the department in order of seniority.

8.6.7 In addition to the Departmental Personnel Committee's recommendations, Departmental colleagues who have chosen to evaluate a candidate or who have been requested by the Chairman to evaluate a candidate or other colleagues who may have been requested to evaluate the candidate shall submit their signed recommendations to the Chairman of the Department who shall forward the complete dossier to the Vice President and Dean of Academic Affairs.

8.6.8 The Vice President and Dean of Academic Affairs shall notify all candidates for promotion or tenure that the recommendations have reached his office and shall also notify candidates whose files, when they reach the office, contain negative recommendations. Such candidates shall have seven (7) calendar days in which to examine the file and submit any written comments or additional material.

8.6.9 The Vice President and Dean of Academic Affairs shall review the recommendations and the personnel files of candidates and all supporting documents and make appropriate comments and recommendations. A recommendation for non-promotion or denial of tenure requires written comment. The various recommendations and supporting documents shall then be submitted to the Chairman of the Promotion and Tenure Committee.

8.6.10 The Promotion and Tenure Committee shall then review the personnel file, evaluations, recommendations, and all supporting documents in accordance with its responsibilities.

8.6.11 The Chairman of the Promotion and Tenure Committee shall notify all candidates of the Committee's decision at least one week before the Committee makes its report to the Vice President and Dean of Academic Affairs on February 15. In the event of a negative recommendation, reasons shall be stated in writing and in detail.

8.6.12 If a candidate wishes to appeal the decision of the Promotion and Tenure Committee, said decision shall be reviewed by an Ad Hoc Appeals Committee, as set forth below.

8.6.13 In the event that a candidate who has been denied promotion or tenure appeals that decision, he may submit his appeal to the Vice President and Dean of Academic Affairs in writing, within five (5) working days following the notification of the action of the Promotion and Tenure Committee. Appeals shall not be made on frivolous grounds nor shall they be based upon past practices or policies, appeals shall be based on the specific grounds for denial.

8.6.14 If a candidate appeals the decision of the Promotion and Tenure Committee, an Ad Hoc Appeals Committee shall be formed. The Chairman of the Faculty Senate and the Vice President and Dean of Academic Affairs shall jointly appoint an Ad Hoc Appeals Committee to review the procedures and decisions made regarding a particular candidate(s). The Ad Hoc Appeals Committee shall be appointed, if needed, within three (3) working days following the appeal; it shall consist of no more than five (5) and no fewer than three (3) faculty members who hold tenure. No member of the Ad Hoc Appeals Committee shall have participated in evaluations or recommendations made concerning the particular candidate(s), or shall have served on the Promotion and Tenure Committee or the Ad Hoc Appeals Committe within the three (3) previous years.

8.6.15 The Ad Hoc Appeals Committee is charged with the responsibility of reviewing the decision(s) made concerning the particular candidate(s) and all supporting documents in order to determine whether the decision was arrived at fairly and equitably based upon the criteria and procedures for promotion or tenure. The Ad Hoc Appeals Committee shall have the same authority as the Promotion and Tenure Committee to review, to seek further information, and to interview those who participated in the previous decision(s) or those who are appealing. Candidate(s) appealing the decision(s) shall not be permitted to submit any evidence in support of their appeal unless such evidence was submitted to and considered by the Promotion and Tenure Committee or unless such evidence relates to matters occurring subsequent to the rendering of the initial decision.

8.6.16 No later than three (3) weeks following the appointment of the Ad Hoc Appeals Committee, the Committee shall report its decision(s) to the Vice President and Dean of Academic Affairs and the Chairman of the Faculty Senate. Copies of the decision(s) shall be sent to the Chairman of the Promotion and Tenure Committee and the concerned faculty member(s).

8.6.17 The bases for any decision which runs counter to the original decision of the Promotion and Tenure Committee shall be in writing and in detail. The recommendations of the Ad Hoc Appeals Committee, including all supporting documents shall be transmitted by the Vice President and Dean of Academic Affairs to the President of the College.

8.6.18 The recommendations of the Promotion and Tenure Committee concerning those candidates not subject to review by the Ad Hoc Appeals Committee shall be transmitted by the Vice President and Dean of Academic Affairs to the President of the College no later than February 15.

8.6.19 The President of the College shall review the recommendations of the Ad Hoc Appeals Committee and, if necessary, all supporting documents, and submit the report to the Educational Policy Committee of the Board of Trustees with his comments and recommendations. Normally, the decisions of the Ad Hoc Appeals Committee shall be approved by the President.

8.6.20 The Educational Policy Committee shall review the various recommendations and, if necessary, all supporting documents and render a decision concerning the candidate(s) based on the documents and recommendations submitted.

8.6.21 Normally, the recommendations of the Educational Policy Committee shall be considered at the Board's March meeting, or in the case of recommendations from the Ad Hoc Appeals Committee, at a later meeting.

8.6.22 Within five (5) working days following the meeting of the Board, the President shall notify the President of the AAUP, the Vice President and Dean of Academic Affairs, and the candidates of the Board's action.

8.6.23 While Promotion and Tenure are primarily a faculty matter, final approval rests with the Board of Trustees. But the recommendations of the Faculty Senate or Ad Hoc Appeals Committee shall be given serious consideration in the final decision. In the event that the Board does not concur with the recommendation of the Faculty Senate or the Ad Hoc Appeals Committee, it shall instruct the Vice President and Dean of Academic Affairs to meet with the candidate to explain the reasons. Written reasons shall be provided to the candidate upon request.

8.6.24 Any candidate for promotion or tenure who has not been approved by the Board may appeal the Board's decision by writing to the Chairman of the Board within five (5) calendar days of receiving written notice of the Board's decision.

8.6.25 In appealing to the Board, a candidate shall state in writing whether he wishes to present the case personally to the Board on a date designated and whether or not he wishes to be accompanied by a representative of the AAUP at the appeals meeting. Such candidates may also elect to be represented by legal counsel. The Board or its designee shall meet with affected candidates as soon as possible after receipt of the written appeal. The candidate shall not be permitted to submit any evidence in support of his appeal, unless such evidence was submitted to and considered by the Promotion and Tenure Committee and/or the Ad Hoc Appeals Committee, or unless such materials relate to matters occurring subsequent to the rendering of the decision of the Promotion and Tenure Committee. Copies of the Board's decision shall be forwarded to the candidate, the Presidents of the College and the AAUP, and the Vice President and Dean of Academic Affairs.

8.6.26 Promotion or tenure for a ten-month appointment shall take effect on the first day of the academic year following the granting of promotion or tenure; promotion or tenure for a twelve month appointment shall take effect on the first day of the fiscal year following the granting of promotion or tenure.

8.7 Target Dates for Promotion or Tenure

8.7.1 By September 30, the Vice President and Dean of Academic Affairs shall notify all faculty members and their respective Chairman that they are serving the last year of a probationary period and must be considered for tenure.

8.7.2 By November 15, the Chairman of the Department and the Departmental Personnel Committee shall submit the applicant's dossier to the Vice President and Dean of Academic Affairs.

8.7.3 By December 10, the Vice President and Dean of Academic Affairs shall have notified all candidates that recommendations have reached his office and shall submit the recommendations and supporting documents to the Chairman of the Promotion and Tenure Committee.

8.7.4 The Chairman of the Promotion and Tenure Committee shall notify candidates of the Committee's decision no later than Februrary 8. The Chairman of the Promotion and Tenure Committee shall submit the committee's recommendation to the Vice President and Dean of Academic Affairs after the candidate has been informed, but no later than February 15.

8.7.5 If an appeal is made, the Appeals Committee has three (3) weeks to submit its report to the Chairman of the Faculty Senate and the Vice President and Dean of Academic Affairs.

8.7.6 The Board shall normally consider all promotion and tenure decisions at its March meeting.

8.7.7 Within five (5) working days following the decision of the Board, the President of the College shall notify the appropriate people of the decision.

8.7.8 It is agreed that faculty members who are appealing a decision might not receive a contract on the traditional date of April 1; however, a decision must be made, a contract issued, or an explanation given, no later than the end of the academic year.

8.8 All materials used in the promotion or tenure process shall become part of the faculty member's personnel file and subject to procedures set forth in this Agreement regarding personnel files.

8.9 In the case of Chairmen being considered for promotion or tenure, the Vice President and Dean of Academic Affairs shall assume the role of Departmental Chairman as set forth under procedures for promotion and tenure.

8.10 At any step of the procedures for promotion or tenure, additional information from anyone involved in the procedure may be requested by those charged with the responsibility of evaluating and rendering judgment on a candidate. The supporting data supplied by a faculty member seeking promotion or tenure shall be complete when it is submitted to the Promotion and Tenure Committee

8.11 Except in the case of faculty members who are being reviewed for tenure for the final time, a candidate may, at any time during the promotion and tenure procedure, withdraw his application without prejudice.

8.12 Non-promotion is not necessarily a negative response to a candidate's performance and does not affect consideration at a later time. Non-promotion is a statement that, in the eyes of those who have evaluated the faculty member, a candidate for promotion has not met the criteria, whether qualifying or judgmental, for promotion. Those who have made recommendations concerning a faculty member, especially Chairmen, have the obligation to assist the faculty member in upgrading and improvement in order to meet the criteria as soon as possible.

8.13 Failure to achieve tenure during the initial consideration period does not necessarily mean that a faculty member will also be denied tenure when reconsidered. Refusal to grant tenure during the initial evaluation is an indication that the faculty member is in need of improvement in the areas of professional competence professional recognition, or professional service. Those who have made recommendations concerning a faculty member, especially department chairmen, have the obligation to assist the faculty member in upgrading and improvement, in order to meet the criteria for tenure.

8.14 Faculty members who choose to appeal a decision of the Promotion and Tenure Committee or the Board may not invoke the Grievance Procedure as set forth in this Agreement except on grounds that procedures were not followed.

ARTICLE IX

RESEARCH AND TRAVEL

9.1 The College and the Association agree that faculty members must be encouraged to do research in their specialities and to have opportunities for furthering their professional development because the quality of their teaching or rendering of professional services depends on their remaining intellectually vital and abreast of new developments in their fields. Therefore, research, reading, writing, and attending professional conferences are viewed as legitimate and necessary faculty activities. The College shall continue to provide a Faculty Research Fund. The administration of this fund shall be within the responsibilities of the Faculty Research Committee of the Faculty Senate. Said Committee shall establish guidelines for the disbursement of funds and establish criteria for the awarding of research grants, recommendations of released time, and other means of support based upon the merits of a proposal.

9.1.2 During the life of this Agreement, the College shall strive to increase the Faculty Research Fund by ten (10) percent for each academic year.

9.2 In support of professional development among faculty members, the College shall continue to provide each academic department with a travel budget and strive to increase such budgets by ten (10) percent each year of this Agreement. The departmental committee shall establish equitable guidelines for the distribution of such travel funds with the understanding that not all faculty members in a given department shall be entitled to travel support in a given year. It is agreed that such travel support shall be used for professional activities directly related to the faculty member's responsibilities at the College.

9.3 In addition, the College shall also seek to establish a college-wide Faculty Travel Fund, possibly through external funding. The administration of this fund shall be the responsibility of an appropriate committee, subject to the approval of the Vice President and Dean of Academic Affairs. In order to be eligible for travel support from said fund, a faculty member must qualify under one or more of the following categories:

a. Be requested by the Vice President and Dean of Academic Affairs or the President of the College to represent the College in some official capacity.

b. Read a prepared or invited paper at a meeting of a recognized professional organization.

c. Serve as a major officer of a recognized professional organization and be required to participate actively in a regularly called meeting of such organization.

d. Have been invited, on a selective or competitive basis, to participate in a professional program which either furthers a faculty member's professional expertise or draws upon that professional expertise.

It is agreed that such travel support shall not be provided a faculty member for in-state meetings or for meetings of professional organizations unrelated to the faculty member's responsibilities at the College.

9.3.1 Faculty members who have been awarded a grant which includes travel funds or who otherwise have access to travel funds that do not come from College funds shall use these funds in compliance with the terms of the granting sources, and following the procedures established by Delaware State College.

9.3.2 Faculty members who receive such funds shall comply with limits and guidelines on travel expenses established by the State of Delaware and Delaware State College.

9.3.3 Faculty who have been granted college funds for research activities or for travel by the Faculty Research Committee have a responsibility to communicate the substance of such experiences to the departments and other colleagues. This may be accomplished by various means; however, a written report to the Faculty Research Committee with copies to the department chairman and the Vice President and Dean of Academic Affairs shall be completed as a matter of course within sixty (60) calendar days following the completion of such activities.

9.4 The Faculty Research Committee or the appropriate committee shall have the right to make qualitative judgments as to the merits of any particular research proposal or travel request and to make judgments as to the benefit accrued to the College for supporting various requests. A decision of the Committee shall not be subject to the grievance procedure of this Agreement.

ARTICLE X

SEVERANCE PROCEDURES

10.1 At times it may be necessary for the College or the individual faculty member to sever their professional relationship. In order to protect the interests of both parties, various kinds of severance actions are here defined, and the policies and procedures related to each category are set forth.

10.2 Resignation

10.2.1 Resignation is an action by which a faculty member terminates an appointment.

10.2.2 Upon receiving notification of the terms and conditions of an appointment, it shall be the professional obligation of a faculty member to respond within thirty (30) calendar days. An extension, depending upon circumstances, may be granted by the Vice President and Dean of Academic Affairs upon request. In all circumstances, a faculty member is expected to reply in one (1) of three (3) ways: (a) acceptance; (b) declination or resignation; or (c) request for extension.

10.2.3 A faculty member who resigns his appointment effective at the end of an academic year shall give notice in writing at the earliest possible opportunity, but not later than May 15 or thirty (30) days after receiving notification of the terms and conditions of an appointment at Delaware State College for the coming year, whichever date occurs later.

10.2.4 The faculty member may properly request a waiver of this requirement of notice in case of hardship or in a situation where he would otherwise be denied substantial professional advancement or other opportunity. However, if the resignation is submitted for any reason within thirty (30) days of the first day of class of an academic semester, the faculty member will indemnify the College for all direct cost of a search for a replacement.

10.3 Non-Reappointment

10.3.1 Non-reappointment means that any appointment other than a tenured appointment is not renewed at the end of its term. Non-reappointment through a terminal contract shall be automatic for those faculty members who fail to achieve tenure during the final consideration period.

10.3.2 Legitimate reasons for non-reappointment may include but not necessarily be limited to the following: the unit member's failure to meet the professional standards of competence in teaching, research, or professional service; or failure to meet the Judgmental Criteria used in evaluations; or departmental changes in program or enrollment; or the return of a faculty member to the department in which the probationary appointment was clearly a substitute appointment.

10.3.3 Recommendation for non-appointment shall be made by the Departmental Chairman to the Vice President and Dean of Academic Affairs when a majority of the Departmental Personnel Committee so recommend or the needs of the Department so dictate.

10.3.4 The Vice President and Dean of Academic Affairs shall review the recommendation for non-reappointment and shall support a well-documented recommendation except for substantial reasons which shall not be arbitrary. In the event of disagreement, the Vice President and Dean of Academic Affairs shall meet with those responsible for the recommendation of non-reappointment.

10.3.5 A faculty member who is denied reappointment or given a terminal appointment shall have the right to an interview with the Vice President and Dean of Academic Affairs.

10.3.6 If non-reappointment is approved by the Vice President and Dean of Academic Affairs, he shall recommend non-reappointment to the President of the College who, if he approves, shall recommend non-reappointment to the Board of Trustees. The Vice President and Dean of Academic Affairs and the President of the College shall normally not grant reappointment to any faculty member who has not received a favorable recommendation of the majority of those in the department responsible for evaluating a faculty member.

10.3.7 Written notice that a probationary appointment is not to be renewed shall be given to the faculty member in advance of the expiration of the appointment as follows:

a. Not later than March 1 of the first academic year of service if the appointment expires at the end of that year; or, if a one (1) year appointment terminates during the academic year, at least three (3) months in advance of its termination

b. Not later than December 15 of the second academic year of service if the appointment expires at the end of that year; or, if an appointment terminates during the academic year, at least six (6) months in advance of its termination.

c. At least twelve (12) months before the expiration of an appointment after two (2) or more years of service at the College.

10.3.8 If possible, unit members whose positions depend in part or in full on external funding shall be afforded notification dates as contained in this section. The withdrawal of external funding may result in the termination of the position effective the expiration date of the external contract. The act or date of termination of the affected position is not subject to the grievance procedure. Such a bargaining unit member shall be provided an opportunity to apply for any College openings, provided that he meets the criteria established by the affected department. When transferred, such a bargaining unit member shall not be considered to be a new employee.

10.3.9 Final decisions concerning non-reappointment of a faculty member shall not be subject to the Grievance Procedure of this Agreement. Alleged violations of the procedure for non-reappointment are subject to the grievance procedure.

10.4 Dismissal and Other Sanctions

10.4.1 Dismissal is a severance action by which the college ends its professional relationship with a tenured faculty member for adequate cause. Dismissal is also the means by which the College removes for adequate cause a faculty member from service before the end of a specified term.

10.4.2 "Adequate Cause" for dismissal shall be predicated upon substantiated charges directly and substantially related to the fitness of the affected unit member to discharge professional responsibilities.

10.4.3 Dismissal proceedings may be instituted for any of the charges listed below:

a. Failure to perform professional responsibilities either through incompetence, persistent negligence, refusal to carry out reasonable assignments, or disregard for scholarly and professional standards and ethics.

b. Conviction of a felony which renders the faculty member unfit or unable to perform professional responsibilities.

c. Fraud or misrepresentation of professional preparation, accomplishments, or experience in connection with initial appointment or in the submission of materials for evaluation for promotion, tenure, or merit increases.

d. Deliberate and grave violation of the rights and freedom of other members of the College community.

e. Grave personal misconduct of such a nature as to warrant and evoke the condemnation of the academic community.

f. Abandonment: Absence from scheduled responsibilities for ten (10) calendar days without proper notice to the College.

10.4.4 Dismissal of a faculty member with continuous tenure, or with a probationary appointment before the end of the specified term shall be preceded by discussions between the faculty member and appropriate administrative officers looking toward a mutual settlement. If a mutually acceptable resolution is reached, the issue shall be deemed resolved, and a statement of the terms of the mutual settlement shall become a part of the faculty member's personnel file, which settlement shall not be inconsistent with the terms of this Agreement. A copy of the terms of settlement shall be given to the faculty member, the Vice President and Dean of Academic Affairs, and the President of the AAUP.

10.4.5 If the discussions prove inconslusive, the President of the College shall notify the affected faculty member of his intention to commence dismissal proceedings, which notification shall be accompanied by a written statement of specific charges, and a copy sent to the President of the AAUP. Within ten (10) calendar days after receipt of the foregoing notification, the affected faculty member may either resign, accept dismissal, or agree to a hearing before an Ad-Hoc Dismissal Committee.

10.4.6 The Ad Hoc Dismissal Committee shall be appointed jointly by the Vice President and Dean of Academic Affairs and the Chairman of the Faculty Senate. It shall consist of five (5) faculty members, preferably tenured, none of whom may be from the department of the affected faculty member. Prospective members of the committee deeming themselves disqualified for bias or interest shall promptly notify the Vice President and Dean of Academic Affairs that they are unable to serve. The President of the College and the affected faculty member may each exercise one challenge without stated cause.

10.4.7 Pending a final decision by the Ad-Hoc Dismissal Committee, the affected faculty member may be suspended or assigned to other duties in lieu of suspension if he is unable to discharge his faculty responsibilities, or if immediate harm to himself or others is threatened by his continuance in his former duties. Under most circumstances, the salary shall continue during the period of suspension.

10.4.8 The Ad-Hoc Dismissal Committee shall promptly begin preparations for the hearings. The Committee may, with appropriate notice to the parties concerned, hold joint meetings with the parties in order to (a) simplify the issues; (b) effect stipulations of facts; (c) provide for the exchange of documentary or other information, and (d) achieve such other appropriate prehearing objectives as will make the hearing fair, effective, and expeditious.

10.4.9 The Ad Hoc Dismissal Committee shall serve notice of hearing, with specific charges in writing, at least twenty (20) calendar days prior to the hearing.

10.4.10 The hearing shall be opened within thirty (30) calendar days after notification of hearing and shall be completed within fifteen (15) calendar days after the commencement of the hearing.

10.4.11 The hearing shall be governed under the following rules:

a. The affected faculty member shall determine whether the hearing should be public or private, and no adverse inference shall be drawn from such determination.

b. The faculty member shall be entitled to have legal counsel of his own choice attend and participate fully in the proceedings.

c. The Association and its counsel (if different from the individual's counsel) may also attend the proceedings.

d. The Committee shall grant reasonable adjournments to enable either party to investigate evidence to which a valid claim of surprise is made.

e. A verbatim record of proceedings shall be taken and a copy shall be made available to the faculty member, with the cost borne by the Administration.

f. The burden of proof that "Adequate Cause" exists rests with the College and shall be satisfied only by clear and convincing evidence in the record considered as a whole.

g. The faculty member and the Administration shall be afforded an opportunity to obtain necessary witness and documentary or other evidence; both parties shall cooperate with the Committee in securing witnesses and making this evidence available.

h. The faculty member and the Administration shall have the right to confront and cross-examine all witnesses. Where the witnesses cannot or will not appear, but the Committee determines that the interests of justice require admission of their statements, the Committee shall identify the witnesses, disclose their statements, and, if possible, provide for interrogatories

i. In a hearing of charges of gross incompetence, the testimoney shall include that of qualified faculty members from this or other institutions of higher education, or recognized authorities in the appropriate disciplines [illegible] programs.

j. The Committee shall not be bound by strict rules of legal evidence, and may admit to any evidence which is of probative value in determining the issues involved. Every possible effort shall be made to obtain the most reliable evidence available.

k. The findings of fact and the decision shall be based solely on the hearing record

10.4.12 The Committee shall notify the President of the College and the faculty member and the President of the AAUP of its decision in writing within seven (7) calendar days after the conclusion of the hearing. The Committee shall state its finding of fact, its conclusions and the reasons therefor, and its recommendation that the faculty member either be dismissed or not dismissed.

10.4.13 The Committee shall also be empowered to determine an appropriate remedy if it does not recommend for dismissal.

10.4.14 The recommendation of the Ad Hoc Dismissal Committee shall be transmitted to the Board by the President of the College. The Board shall consider the recommendation and render a decision in writing to the affected faculty member within thirty (30) calendar days after receipt of the Committee's recommendation. Copies of the Board's decision shall be provided the Presidents of the College and the AAUP, the Vice President and Dean of Academic Affairs, and the Chairman of the Ad Hoc Dismissal Committee. In the event that the Board's decision is for dismissal, the affected faculty member shall have the right to appeal directly to the Board and present evidence on his behalf. Such appeals shall follow the same procedures as stipulated in Article VIII, Sections 6.24 and 6.25. In the event the Board chooses not to dismiss, it may determine an appropriate remedy.

10.4.15 If any tenured faculty member faces a dismissal for cause under incompetence charges which have been sustained and all hearings are completed, the Association may if it so desires, appoint two (2) representatives of its Executive Committee within five (5) calendar days of the Association's notice of the action being sustained, to meet with the Vice President and Dean of Academic Affairs in respect to the conditions of the dismissal once set on questions of compensation and/or benefits for the faculty member involved. In such discussion, previous service and performance shall be considered.

10.4.16 Dismissal, for abandonment, of a faculty member with tenure or on probationary appointment may be affected only after the following procedures have been followed in the order listed:

a. If the faculty member cannot be located and has failed to contact the College, he shall be suspended without pay effective from the first day of expected service pending contract for a period of forty-five (45) calendar days and shall be summarily dismissed at the end of that time if all efforts to contact the faculty member have failed. Such efforts shall include telephone calls to the last known number; letters posted by registered mail; return receipt requested; and attempts to contact known relatives.

b. If the faculty member is located within forty-five (45) calendar days from the date of suspension, the College shall evaluate the situation and either reinstate the faculty member or institute dismissal proceedings as set forth in this provision.

10.4.17 If the Administration believes that the conduct of a faculty member, although not constituting adequate cause for dismissal, is sufficiently grave to justify imposition of a sanction the procedures and standards outlined hereinabove for dismissal shall govern such a proceeding.

10.4.18 Dismissal for adequate cause as outlined in this section is not subject to the grievance procedure. Alleged violations of the procedure for dismissal for adequate cause are subject to the grievance procedure.

10.5 Termination

10.5.1 Termination is a severance action by which the College terminates the services of a tenured faculty member or of a probationary faculty member before the end of a specified term without prejudice to the performance of the affected faculty member. Financial exigency, discontinuation or reduction of an academic program, or prolonged mental or physical disability are the only causes for termination of tenured faculty or probationary faculty before the end of a specified term.

10.5.2 Financial exigency exists when the financial position of the College demonstrates that a financial crisis is imminent and that failure to retrench would seriously jeopardize the College. The following procedures shall be followed in the event of termination under financial exigency.

10.5.3 Should the Administration anticipate a financial exigency which may result in the termination of faculty, the data upon which this anticipation is based, including the amount of savings which it deems necessary to effect, shall be presented to the AAUP. It shall also provide such additional data which the AAUP may request within twenty (20) days following that presentation. The Administration and the AAUP may agree to submit either a joint recommendation or separate recommendations to the Board as to whether a financial exigency exists. Both the Administration and the AAUP agree not to submit a recommendation to the Board and the Board agrees not to accept recommendations from either party until thirty (30) days after the Administration has submitted the data upon which the anticipation of financial exigency is based. It is agreed that such data shall be accurate, complete and consistent.

10.5.4 Discussion by the Board leading to a Board action on financial exigency must take place in a public meeting. Termination of tenured faculty members may not take place until the formal declaration of financial exigency has been made by the Board of Trustees, which must include a statement of the amount of money needed to relieve the exigency.

10.5.5 Following a declaration of financial exigency, a joint Financial Exigency Committee shall be formed and shall consist of five (5) members appointed by the Administration and five (5) members appointed by the Association. All appointments shall be made within ten (10) working days after the formal declaration of financial exigency. The purpose of the Committee shall be to develop recommendations to provide sufficient savings for relieving the exigency. The Committee shall have ninety (90) calendar days within which to develop recommendations unless such time is extended by the Board.

10.5.6 In developing recommendations for relieving the exigency, the Committee shall use the following criteria and principles:

a. The Committee shall first investigate ways to relieve the exigency by means of exhausting the possibilities of immediately initiating mechanisms for raising funds or of reallocating current funds. The College and the Association agree that faculty members should not bear the brunt of financial exigency alone..

b. Before final recommendations are made with respect to the termination of faculty, the Committee shall first notify faculty members in each academic unit to be affected and shall consider alternate solutions which that academic unit may propose for effecting an equivalent reduction in its budget.

c. When there is a demonstrable need to terminate faculty, the Committee, in consultation with the affected departments and the Vice President and Dean of Academic Affairs shall first pursue and if possible recommend alternatives that will allow such faculty to remain employed at the College. If at all possible, the process of natural attrition shall be used instead of retrenchment. Other specfic measures taken may include, but not be limited to, each of the following:

1. Provide an opportunity for affected faculty members to apply for vacant teaching positions for which they may be qualified.

2. Provide an opportunity for full-time faculty to complete a full-time teaching load in another discipline in which they are qualified.

3. Provide an opportunity for full-time faculty without a full-time teaching load to apply for part-time non-teaching or administrative duties where vacancies exist in order to complete a full-time workload, provided that they are qualified for the position.

4. Give serious consideration to transferring an affected tenured faculty member to a vacant non-faculty position for which he is qualified.

5. Faculty with inadequate qualifications for other vacancies in the College may be retrained up to a maximum of one (1) semester in the terminal year, and continued during such period on base salary on a reduced load basis during the retraining period with fringe benefits continued. The College may pay for tuition for such retraining if finances are available.

6. Offer a reduced load on a pro-rated basis without loss of tenure and such fringe benefits as permitted under existing contracts with insurance carriers.

7. Offer an early retirement opportunity if financial resources are available, and subject to the provisions of the applicable laws of the State of Delaware.

8. If possible, provide an opportunity for a joint assignment at another academic institution with salary and fringe benefits to be proportionately shared by each institution and the faculty member to retain tenure and seniority at the College.

10.5.7 In the event that such options are not feasible, reduction of faculty in a given department shall be accomplished in the following order of termination:

1. Eliminate faculty overload within the department or departments where there are faculty without full workloads who are qualified to teach such overload courses.

2. Eliminate any teaching duties by administrators in the affected departments unless it can be demonstrated that such teaching does not contribute to the termination of a faculty member nor reduce the normal load of other faculty members

3. Termination shall take place first among the auxiliary ranks in the following order: Visiting, Adjunct, or any other part-time position. Within those auxiliary ranks, termination shall occur according to seniority. Seniority shall be based upon the date of initial appointment and continuous service; authorized leaves shall count as continuous service.

4. For Departmental Assistants and Library Assistants, termination shall take place according to seniority providing that the senior Departmental or Library Assistant is qualified to perform the duties needed for program integrity.

5. Termination shall next take place among non-tenured full-time faculty members according to seniority within such group in the affected department provided that the senior faculty member is qualified to teach the courses in question or perform the duties required.

6. Termination shall next take place among tenured full-time faculty members according to seniority in the department affected, provided the senior faculty member is qualified to teach the courses in question or perform the duties required.

7. In the event that two (2) or more faculty members within the affected department have the same amount of seniority, the faculty member(s) with the lesser rank shall be terminated first provided the ranking faculty member is qualified to teach the courses in question or perform the duties required.

8. In the event that two (2) or more faculty members within the affected department hold the same rank and have the same seniority and tenure status, the procedures outlined in paragraph ten (10) below shall govern.

9. In the event that a faculty member has served in more than one (1) department or has served the College in other capacities, seniority for purposes of this Article shall be based upon the total years of continuous service at the College.

10. General Procedures: In any departmental or program reorganization or in the instance of a financial exigency, academic program integrity, affirmative action, and seniority shall, after the above efforts have been exhausted, be given equal weight in the selection of faculty members for termination. Should a conflict arise among these priorities, the Association shall select

two (2) representatives to meet with the Vice President and Dean of Academic Affairs and the Department Head(s) involved in the case of Departments, and with the Vice President and Dean of Academic Affairs and the President in the case of institutional financial exigency to attempt to resolve the conflict through a discussion of individualized and specific other criteria which may resolve the problem; among these may be professional competence, recognition for scholarly activities, and service to the College. In any case, after such consultation, if no acceptable or additional criteria or resolution can be reached within thirty (30) calendar days, the Vice President and Dean of Academic Affairs shll make the selection and proceed to implement the termination through the President to the Board.

10.5.8 The Committee shall present its recommendations in writing directly to the Board of Trustees. The final recommendations of the Committee shall represent the majority view; minority recommendations may be submitted to the Board if they are signed by at least three (3) members of the Committee.

10.5.9 The Board shall consider such recommendations as it receives from the Committee and render a decision.

10.5.10 Notice of possible termination shall be considered rendered when the Financial Exigency Committee notifies affected faculty members in a particular academic unit and seeks alternative proposals from that unit. Depending upon the severity of the financial exigency, the College shall normally provide written notice of termination in accordance with the provisions of notice for non-reappointment. For tenured faculty, the College shall try to provide at least eighteen (18) months' notice, depending upon the severity of the financial exigency.

10.5.11 Within the limits of financial resources available and the nature of the financial exigency, the College shall make every effort to provide for the transition of a terminated unit member. The AAUP shall be informed of any such arrangements.

10.5.12 A faculty member terminated under these provisions with three (3) or more years of service shall be eligible to continue insurance coverage with the same College benefits for a period of a year following the effective date of termination. Tenured faculty members who are terminated shall be eligible to continue insurance coverage with the same College benefits for a period of two (2) years following the effective date of termination. Faculty members who are terminated must request extension of coverage in writing within thirty (30) days following termination. In no case shall such coverage extend beyond the end of the month in which the terminated faculty member is reappointed elsewhere. This provision shall be subject to the restrictions of existing contracts with insurance carriers at the time of termination.

10.5.13 Faculty members who are terminated shall be eligible for recall for an amount of time equivalent to the years of service at the College. Recall shall be in the inverse order of termination subject to the ability of the recalled faculty member to adequately perform the duties of the position. Terminated faculty members shall notify the College each June following the termination date of their availability for recall. Failure to provide such notice shall release the College from any obligation to recall the faculty member thereafter. The College shall notify the faculty member of a recall opportunity by registered letter sent to the last address filed with the College. In the event the recalled faculty member does not notify the College of acceptance of recall within thirty (30) days of the date the notice is sent, the faculty member shall be deemed to have refused recall and to have severed his relationship with the College.

10.5.14 No new full-time faculty member shall be hired for a position in the same area of competence so long as the terminated faculty member retains his recall rights to the position or department.

10.5.15 Recalled tenured faculty members shall have tenure and rank reinstated. The time of termination will count in total years of service for purposes of seniority. Recalled non-tenured unit members shall have rank continued but such time for termination shall not count as probationary time for tenure. The period of termination shall not count as continuous service toward a sabbatical. Retirement benefits will be determined by the State Laws in effect at that time.

10.6 Termination Under Reduction or Discontinuation of An Academic Program

Termination of a faculty member may also occur as a result of the formal reduction or discontinuance of a department or academic program. In the event that the Vice President and Dean of Academic Affairs anticipates the need for reduction in or discontinuation of a particular program or department or decides that a review of a particular department or program is necessary, the Association shall be so informed and a committee shall be established consisting of three (3) members appointed by the Vice President and Dean of Academic Affairs and three (3) members appointed by the Association. Said committee shall conduct a thorough evaluation of the financial status of the department or program, including consideration of enrollments, total income generated, ordinary direct operating expenses, academic value to the College as a whole, projected savings through faculty attrition and other economies, and possible alternative sources of funding. The Chapter-College committee may modify procedures and time frames as set forth in Section 5 of this Article, as circumstances dictate; however, there shall be no modification by such committee of the rights of affected faculty members regarding available options, retention priorities, notice and severance pay, continuation of benefits, or recall rights. The parties agree that any formal decision to reduce or discontinue a program or department shall reflect long-range judgments that the educational mission of the College will be enhanced by the changes and shall not be based upon cyclical or temporary variations in enrollment.

10.7 Termination For Disability

10.7.1 A faculty member may be terminated by the College as a result of a severe long-term physical or mental disability which substantially or irremediably impairs the faculty member's ability to perform satisfactorily the professional responsibilities usually expected. Termination for disability shall normally not be instituted until after a faculty member has been on sick leave for a period of two (2) consecutive academic years. Termination for disability shall be based on clear and convincing medical evidence that the faculty member, upon the expiration of authorized sick leave or other leaves granted said faculty member, will be unable to satisfactorily perform duties usually expected.

10.7.2 Before a faculty member can be so terminated, he must be notified of the action proposed, supplied with a general summary of the evidence of the disability and offered an opportunity to consult with the Vice President and Dean of Academic Affairs or any other administrator who has recommended that termination be A copy of such notification and general summary shall be sent to the Association at that time.

10.7.3 If, after such consultation, the disability is disputed by the faculty member, and the faculty member requests a hearing, a panel of three (3) faculty members shall be appointed to review the evidence. The faculty member and the Vice President and Dean of Academic Affairs shall each appoint one (1) member of the panel, and those two (2) appointees shall select the third member who shall chair the panel.

10.7.4 The panel shall be constituted within ten (10) working days after the faculty member requests the Vice President and Dean of Academic Affairs for a hearing.

10.7.5 The panel shall determine its own procedures for reviewing the evidence and may call medical or other witnesses. It must, however, permit the faculty member to appear before the panel. The panel shall present its written recommendation within twenty (20) working days after it is constituted to the faculty member, the Vice President and Dean of Academic Affairs, and the Association.

10.7.6 Nothing in this provision shall be deemed to affect a faculty member's rights under the medical plans or disability coverage or any other form of insurance then in effect.

10.8 Termination And Grievance Procedure

A unit member being considered for termination shall have the right to invoke the grievance procedures of this Agreement as to whether the criteria and procedures of this provision have been properly applied in his case.

ARTICLE XI

EVALUATIONS

11.1 Evaluations of the competence and quality of teaching and/or the performance of professional responsibilities and endeavors is an ongoing concern of the Faculty and the Administration. The purpose of evaluation is to improve the quality of instruction and/or professional services rendered and to provide regular and reliable information upon which personnel decisions such as promotion, tenure, reappointment, or merit increases may be based.

11.2 Faculty will be evaluated in the following areas: teaching, performance of professional responsibilities, professional growth and recognition, and contributions to the college and community. The methods of evaluation will include student evaluations, peer evaluation, classroom observation, chairman evaluation and administrative evaluation. Probationary and other non-tenured faculty members will be evaluated each semester during the first two (2) years of service. After a probationary faculty member has completed two (2) years of service, he will be evaluated each Spring semester. All candidates being considered for promotion and/or tenure will be evaluated only during the Fall semester of that academic year. After a faculty member has achieved tenure, the faculty member will be evaluated every other Spring semester. However, if the evaluation of a tenured faculty member is less than satisfactory, he will be evaluated annually until the deficiencies have been corrected. Upon request to the department chairman, any faculty member may elect to be evaluated during a semester, whether or not such evaluation falls within the above schedule.

11.3 Professional evaluations of faculty shall be conducted by:

a. Departmental chairmen, regardless of rank or tenure, or others who are directly responsible for the performance of faculty members;

b. Tenured departmental colleagues who hold rank equal to or above that of the faculty member being evaluated. In the event that there are no colleagues in the department who hold equal or higher rank evaluations may be made by other colleagues upon the request of either the Departmental Chairman, the Vice President and Dean of Academic Affairs, or the affected faculty member.

11.4 Evaluations shall be taken into consideration by those individuals or committees charged with the responsibility of recommending or not recommending candidates for promotion, tenure, reappointment, merit increases or other personnel decisions. No particular weight shall be given to one kind of evaluation--student, chairman, colleagues, over another; however, in some cases, it may be necessary for further professional evaluations to be conducted. In such cases, the Vice President and Dean of Academic Affairs, or the President of the College, or the members of the Promotion and Tenure Committee, or members of an Ad Hoc committee charged with making recommendations regarding either dismissal or financial exigency may also choose to conduct professional evaluations of faculty members.

11.5 While any evaluation carries with it certain subjective judgments, those charged with rendering professional evaluations are obligated to do so in an objective and honest manner.

11.6 Faculty members have the right to know what is contained in any evaluation done by a chairman, peers, or those in the ministration charged with such responsibility. Faculty members shall be accorded the opportunity to discuss the evaluations with the chairman, and/or the appropriate Assistant Academic Dean. At such time, faculty members shall be given a copy of all professional evaluations and asked to initial the originals. Such initialing shall not be construed as agreement or disagreement, but merely an indication that the faculty member has seen the evaluation and been given a copy. If a faculty member refuses to initial an evaluation, such refusal shall be noted by the Chairman or the Vice President and Dean of Academic Affairs and the evaluation shall be placed in the personnel file. Faculty members have the right to respond in writing to any or all of the evaluations; such response shall be submitted no later than ten (10) working days from the time that the affected faculty member received copies of the evaluations and shall be included and made part of the personnel file.

11.7 Student evaluations shall be conducted every year. Such evaluations shall be presented in summary form so as to preserve the anonymity of students. During the life of this contract, student evaluations shall remain with the department chairman where discussions concerning such evaluations shall take place. Copies of summary student evaluations will be provided the concerned faculty member upon request. Faculty members shall be granted the opportunity to respond to such evaluations and to sign a statement indicating their concurrence or objections. Student evaluations shall be included in the faculty personnel file. Summaries of the student evaluations shall be provided to the Promotion and Tenure Committee.

11.8 When any faculty member receives an unsatisfactory evaluation, it shall be the responsibility of the department chairman to develop a prescriptive plan that is deemed necessary in order to rectify the deficiency. Should the faculty member refuse to follow the prescriptive plan, he may be subject to dismissal or non-reappointment under Article X of this Agreement.

11.9 General Procedures for Evaluations

11.9.1 Student Evaluations: Student evaluations of teaching performance shall be conducted each year for randomly selected courses having an enrollment of five (5) or more students, including courses offered in the evening or summer. In courses with an enrollment of fewer than five (5) students, those students shall be given the option, by secret ballot, as to whether or not the evaluation shall be done. Student evaluations shall be conducted during the month of November of the Fall semester, during the month of March during the Spring semester, and during the first week following the middle of a session for courses not offered during the normal semester schedule.

11.9.2 Chairman Evaluation of Faculty Members: Chairmen have the responsibility of evaluating, according to the frequency set forth in Section 2, all members of their department. Techniques of evaluation shall include, but not be limited to, classroom observation; review and analysis of course outlines, exams, and graded papers; review of publications and professional development; and other evidence of professional and teaching proficiency. While there are many means of arriving at a considered judgment regarding the performance of a faculty member, classroom observation is the most direct means of evaluating the performance of a faculty member whose primary responsibilities include teaching. Chairmen must indicate on the evaluation form the date(s) that classroom observation occurred. For those being evaluated during the Fall semester, chairmen shall conduct the evaluation; review the evaluation with the faculty member; provide a copy for the faculty member; retain a copy for department files; and submit a copy of the evaluation to the Vice President and Dean of Academic Affairs by October 31. For those being evaluated during the Spring semester, chairmen shall conduct the evaluation; review the evaluation with the faculty member; provide a copy for the faculty member; retain a copy for departmental files; and submit a copy of the evaluation to the Vice President and Dean of Academic Affairs by February 28.

11.9.3 Peer Evaluations of Faculty Members: The Association and the College agree that peer evaluation is a desirable part of the evaluation process. Techniques of evaluation shall include, but not be limited to, classroom observation; review and analysis of course outlines; exams; and graded papers; review of publications and professional development; and other evidence of professional and teaching proficiency. Peers are defined in Section 3B; in departments in which peers are not available for evaluation, the department chairman, the Vice President and Dean of Academic Affairs, or the affected faculty member may request other members of the department, or, in rare instances, faculty members from other departments to evaluate colleagues. Faculty members who are peers or have been requested to evaluate a colleague, however, have the right, without prejudice to any party involved, to abstain from participation on an individual basis in peer evaluation. Colleagues who elect to evaluate or are requested to evaluate their colleagues shall complete their evaluation of those being considered for promotion or tenure and submit said evaluation to the chairman of the department prior to the chairman's review of evaluations with the faculty member. All other evaluations done by colleagues shall be submitted to the department chairman prior to the chairman's review of evaluations with the faculty member. The chairman shall provide the faculty member with a copy of the peer evaluations, retain a copy for the department file, and submit a copy to the Vice President and Dean of Academic Affairs for inclusion in the personnel file not later than February 28.

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11.9.4 Classroom Observation: Classroom observation shall be done only at times convenient to the affected faculty member. The affected faculty member shall be given at least forty-eight (48) hours' notice that a classroom observation is to be made. If an exam or other such written or non-classroom assignment has been previously scheduled, arrangements shall be made to observe the class at another time. Faculty members, including candidates for promotion and tenure, must be evaluated through classroom observation by the chairman, and should expect and encourage other colleagues to visit and observe their classes. Classroom observations shall be conducted well in advance of the formal evaluation. The department chairman and the affected faculty member shall discuss the results of the classroom observation within two (2) weeks following the observation.

11.10 Evaluation of Chairmen

11.10.1 Chairmen shall be subject to all of the procedures to be followed for all faculty members in matters of recommendation or non-recommendation for promotion, tenure, reappointment, merit increases, or other personnel decisions; however, in the case of a chairman, the Vice President and Dean of Academic Affairs or the appropriate Assistant Academic Dean shall perform the evaluation duties of a chairman, and peer evaluations shall be submitted directly to the Vice President and Dean of Academic Affairs.

11.10.2 Chairmen shall be evaluated in their role as chairmen annually by each member of the department. Such evaluations shall be conducted by the Vice President and Dean of Academic Affairs or the appropriate Assistant Academic Dean during March of each year and departmental members shall submit their signed evaluations of the chairman to the Vice President and Dean of Academic Affairs or the appropriate Assistant Academic Dean no later than March 20. The Vice President and Dean of Academic Affairs or his designee shall conduct evaluations of chairmen and shall confer with each chairman to discuss the results of his evaluation and those of faculty members unless such faculty members have also submitted a copy of their evaluation to the chairman. At the beginning of the academic year, the chairman will develop an annual objective plan for himself, which shall include recommendations based upon these evaluations, and will provide written copies to the Vice President and Dean of Academic Affairs or his designee. Progress on this plan will be discussed during the middle of the year and again during the annual evaluation. If the department chairman either fails or refuses to develop a plan for himself, he will be subject to removal from the position of chairman. The evaluation of the Vice President and Dean of Academic Affairs or his designee of the Chairman shall be made a part of the chairman's personnel file.

11.11 Faculty members teaching Continuing Education credit courses, or any part-time faculty members teaching credit courses shall be evaluated according to the procedures herein.

11.12 It is recognized by the College and the Association that the evaluation procedure is a continuing one, intended for constructive purposes. The Vice President and Dean of Academic Affairs, chairmen, and colleagues shall provide regular opportunities to discuss professional evaluations and performance and to offer assistance to faculty members in the improvement of professional performance.

ARTICLE XII

WORKLOAD

12.1 Work Year

12.1.1 Academic Work Year

Unit members holding ten-month contracts are expected to provide their services and discharge their responsibilities during the Academic Work Year, except for the College's scheduled student vacation periods. (See Article III, Section 4.)

12.1.2 Calendar Work Year

Unit members whose primary responsibility is not teaching shall work on a calendar year basis beginning July 1 and ending June 30 of the following year, or on such other 12-month basis as may be dictated by external funding.

12.1.3 Counseling Work Year

Members of the Counseling Department on a ten-month contract shall begin work each semester five (5) working days prior to the beginning of New Student Orientation. Counselor's work year shall follow the faculty/student year with the exception of Spring Recess and will end May 31. Counselors shall not accrue annual leave. Such contracts will commence on August 15 and be payable over a ten-month period to June 15. Ten month counselors may be appointed for summer sessions; compensation for summer counseling sessions will be based upon the ten-month base salary prorated by the number of weeks of summer session.

12.2 Academic Load

Academic Load is defined as: formal and informal instruction, tutorials, advisement and counseling of students, research and writing, preparation of new courses and updating of other courses, service on various campus committees, and the rendering of other professional services.

12.2.1 Basic Teaching Load

Full-time unit members whose primary responsibility is teaching are obligated over the Academic Year to carry a teaching load of twenty-four (24) credit hours, normally divided into two semesters of twelve (12) hours each. Prior to the scheduling of classes and in consultation with the Chairman, a faculty member may request in writing that the teaching load be distributed among both day or evening classes and/or a combination of underload in one semester and overload in another. Such requests shall not interfere with the normal academic offerings and shall have the prior approval of the Chairman and the Vice President and Dean of Academic Affairs. In unforeseen circumstances, the faculty members may be required to accept an-other-than normal distribution of the twenty-four (24) hour obligation; in such cases, redistribution of the teaching load shall be made after consultation with the affected faculty member.

Teaching faculty members who receive a twelve (12) month contract are expected to teach six (6) credit hours or its equivalent during the summer. In addition, twelve-month teaching faculty are expected to be available for departmental, college, and committee assignments beginning the day after commencement and ending July 31, except for scheduled college vacation periods.

12.2.2 Teaching Load Equivalency

In certain departments, disciplines, or academic assignments, credit hours are not a viable measure of a faculty member's teaching load. The parties agree that during the 1983-84 academic year, a task force consisting of three (3) representatives of the Association and three (3) representatives of the College shall compile data and make recommendations to the parties on a teaching load equivalency formula that will fairly and equitably distribute professional responsibilities both within and between academic departments. The Committee shall submit its recommendations to both parties no later than March 31, 1984. Representatives of both parties will meet and develop a teaching load equivalency formula to be implemented no later than June 30th. Until June 30, 1984 the teaching load equivalency shall follow the past practices of the particular department.

12.2.3 Non-Teaching Unit Member Load

The normal workload for all non-teaching unit members shall be no more than thirty-five (35) hours per week. Workloads shall be scheduled by the department or academic unit. For workloads that include evening or weekend obligations, such workloads shall be rotated from session to session, unless a unit member expresses a preference for such a schedule. Non-teaching unit members who are assigned to teach credit courses during the normal workday shall have class time and two (2) hours per credit hour for the purpose of preparation, testing, grading, and advisement included in the determination of their thirty-five (35) hour week assignment.

Non-teaching unit members may not be assigned to teach more than six (6) credit course hours as part of their thirty-five (35) hour week assignment.

12.2.4 Department Chairperson Workload

Department Chairmen shall basically follow the teaching faculty workload as contained in Section 2.1. The Chairmen's teaching load will be reduced in accordance with Department Chairmen compensation as defined in Article XVII.

12.2.5 Workload Reports

To enable the College and the Association to more accurately assess the workload activities of faculty, each member of the bargaining unit shall submit, for each semester or session for which he receives compensation, a faculty workload report. The completed report shall be sent to the Chairman prior to the conclusion of each semester or session. The Chairman shall forward a copy to the Vice President and Dean of Academic Affairs or his designee who in turn shall supply a copy to the Association. The format for said report shall be mutually agreed upon by the College and the Association. The aforementioned reports shall be used by the College and the Association for the purpose of developing improved workload guidelines for future contract negotiations.

12.3 Faculty Responsibilities and Obligations

The Association and the College recognizes that mutual benefits derive from continual improvement of the College as an institution of higher learning, and that, toward this end, the primary professional responsibility of each member of the faculty is to the College. The Association and the College concur that each member of the faculty should display a high degree of professionalism. To that end, the Association and the College agree that accepting and assuming a faculty position at Delaware State College entails the following professional responsibilities and obligations:

a. To maintain professional competence and knowledge of subject matter and strive to keep informed of contemporary developments in the field of specialization through reading and research.

b. To meet each class as scheduled.

c. To aspire to excellence in teaching by conducting each class according to the highest professional standards.

d. To distribute policies concerning attendance, course requirements, and criteria for grading to each student at the beginning of each semester.

e. To present to students during the term and within a reasonable time evaluations of their academic performance and progress in the class.

f. To be available to students on a regular basis for advising and counseling on matters regarding their academic performance and progress in class.

g. To treat all students fairly, impartially, and with understanding.

h. To improve, update, enrich, and revise courses periodically to keep them current.

i. To maintain adherence to course descriptions in accordance with the syllabus and the College Bulletin.

j. To be available on a regular basis to students who have been identified as advisees on matters pertaining to the students' program of study.

k. To accept willingly a fair share of Departmental and College duties.

l. To accept willingly a fair share of committee assignments and to serve conscientiously as a member of committees appointed or elected to and fulfill the specific duties of any chair or office accepted.

m. To adhere to deadlines and schedules established for the timely reporting of grades and for other matters related to student registration and recordkeeping.

12.3.1 Responsibilities of Non-Teaching Faculty

To the extent that the above professional responsibilities and obligations may apply to situations other than the classroom, such responsibilities and obligations shall also be those of non-teaching faculty, where applicable.

Non-teaching faculty are also obligated to render professional service according to the specific demands of the particular position and to maintain high professional standards in performing their duties. Furthermore, non-teaching faculty are expected, within the limitations imposed by the workload hours, to participate and to accept willingly a fair share of departmental and college duties and committee assignments.

12.3.2 Chairmen Responsibilities

The Association and the College agree that accepting and assuming the responsibility of chairman of a department includes but is not necessarily limited to the following professional responsibilities and obligations:

a. To preside at department meetings or department committee meetings.

b. To participate in the recruitment of faculty or staff for the department.

c. To arrange course schedules and offerings in consultation with the faculty and according to procedures set forth in this Agreement.

d. To prepare and submit budget requests and administer the department budget within policies established by the College.

e. To evaluate members of the department and make recommendations concerning appointment, reappointment, non-reappointment, promotion, tenure, sabbatical, and leave

f. To develop programs of study, course offerings, curriculum, and other academic policies in conjunction with the appropriate department and Senate committees.

g. To review current offerings and syllabi, textbooks and other instructional material in conjuction with the appropriate department committee.

h. To advise majors and implement a system of advisement for majors.

i. To prepare and submit the annual department report.

j. To maintain department records.

k. To exercise academic leadership in the teaching, research, and other activities of the department.

l. To administer College policies and procedures.

As the academic leader of the department, the chairman is the academic liaison to the Administration and should represent the department's interest and serve its welfare except where it may conflict with overall College policy.

In the event that a Chairman disagrees with the recommendations of the Department committee or the Department as a whole on any matter, a minority report may be filed with the Vice President and Dean of Academic Affairs or the appropriate committee. Such reports shall reflect the personal opinion of the Chairman and not be construed as the opinion of the Department.

.4 Workload Assignment

Department Chairmen have the responsibility of assigning faculty workloads, subject to the approval of the Vice President and Dean of Academic Affairs. Workload assignments shall be based on a consideration of faculty preferences, academic qualifications and expertise, needs of the students, department policies and guidelines, the applicable provisions of this Agreement, and the continual necessity for revitalization and improvement of the instructional program. Workload assignments shall not be made arbitrarily, capriciously, or with the intent or effect of discriminating against any faculty member.

12.4.1 Tentative teaching assignments will be made to unit members no later than March 1 for the following Fall semester and no later than November 15 for the Spring semester. No unit member will be assigned a teaching schedule which spans more than seven hours in a day or less than twelve hours from the end of class on one day to the start of class on the following day without the prior written consent of the faculty member.

12.4.2 The Registrar is responsible for the final preparation of class schedules. In assigning classrooms and class times, the Registrar shall give maximum consideration to faculty and chairmen's requests; the Registrar shall attempt to see that no faculty member is scheduled for two consecutive classes in different buildings. Faculty members shall normally expect to teach most of their classes in the same building as their office or department office is housed.

12.4.3 Class Preparation

Class preparation shall be no greater than three course preparations per semester except in those cases where department size requires faculty to assume a greater preparation load to maintain academic program integrity. In such departments every effort shall be made to rotate the extra preparations. Faculty members in other departments may voluntarily accept more than three (3) preparations.

12.5 Availability of Teaching Faculty

Each full-time faculty member shall hold at least four (4) office hours per week during the academic year when classes are in session. Faculty members should distribute office hours over at least four (4) days as best to serve the needs of the students. Faculty teaching evening hours shall schedule some of their office hours in the evening. There should be at least one (1) office hour per course taught. Office hours shall be posted and on file with the Chairman. It is agreed that Department Chairmen should hold at least seven (7) hours per week distributed over a five day period.

At the times of advisement, pre-registration, registration, and late registration, as established in the Academic Calendar, faculty members, particularly chairmen, assigned to these duties shall make additional office hours available.

Each full-time faculty member shall maintain a significant presence on campus for teaching, office hours, sponsored research, committee work, planning activities, meetings, research, advisement, *et alia*. The Association and the College agree that faculty members should spend sufficient time on campus to carry out their professional responsibilities effectively; however, there shall be no fixed scheduling of times at which teaching faculty members shall be required to discharge their professional responsibilities except as required by scheduled classes, office hours, meetings, and other events which faculty members are required to attend by this Agreement.

12.5.1 Faculty Attendance

Faculty members are expected to conduct all classes as scheduled. In the event of illness or unavoidable absence, every attempt should be made to notify students, and the appropriate Chairman must be notified as soon as possible.

Provided that adequate notice is given, faculty members are also expected to attend all general faculty meetings, Department meetings, and meetings of any committees, including the Faculty Senate, to which they have been elected or appointed, unless the faculty member has classes scheduled at that time. In the event of illness or unavoidable absence, the faculty member shall inform the appropriate Chairman or, if unavailable, the Vice President and Dean of Academic Affairs.

All faculty members, unless excused by the Vice President and Dean of Academic Affairs, shall attend Commencement. Attendance of faculty members at other College sponsored functions is expected and encouraged.

12.6 Committee Service

As agreed in Section 3 of this Article, faculty members are obligated and expected as part of the workload to serve on committees; however, the College and the Association agree that faculty members cannot be required to serve on more than two (2) college-wide committees, including the Faculty Senate. Such limitation is intended to provide all faculty members with an opportunity to serve on various committees and to provide the various committees with diverse viewpoints; it is understood that such a limitation does not preclude faculty members from voluntarily serving on more committees or from accepting a reasonable and fair share of department or Ad-Hoc committee assignments.

12.7 Overload

a. Unit members who have been approved to teach in excess of their basic teaching load will be paid overload in accordance with the payment schedule contained in Artilce XVII, Salary.

b. In no case will a unit member be permitted to have an overload assignment in excess of three (3) credit hours per semester.

c. Non-teaching members of the unit shall not be eligible for overload compensation unless they are assigned teaching responsibilities outside their normal workload.

d. Full-time faculty members shall be given preference over part-time or adjunct faculty for available courses for which they are qualified. In the event that no full-time faculty member is available or qualified, adjunct or part-time faculty may be appointed. Such appointments shall follow the procedures provided in Article VII of this Agreement.

e. Chairmen shall strive to be fair and equitable in the rotational assignment of overloads and shall take into consideration such factors as qualifications, experience, ability, and personal needs.

12.8 Funded Research

A faculty member who receives a grant that is intended to pay for research time (with or without special teaching provisions included) shall either:

a. have his workload reduced by a number of hours to which the research time shall be deemed equivalent; or

b. receive the monetary benefits of the grant over and above his regular salary if his teaching load is not reduced; or

c. work out some combination of (a) or (b) to the mutual satisfaction of the faculty member, the department or departments involved, and the Vice President and Dean of Academic Affairs consistent with applicable Federal regulations.

Any of the above arrangements shall be subject to the approval of the Vice President and Dean of Academic Affairs.

12.9 Outside Employment

No restriction shall be placed on outside employment unless it can be demonstrated that such employment interferes with the performance of a faculty member's responsibilities and obligations at the College. The College and the Association agree that regular appointments to the faculty carry full-time professional responsibilities and that a faculty member's primary responsibility shall be to the College. It is therefore agreed that any faculty member who enters into a contractual arrangment to provide services which include a specified schedule of time spent off-campus during the time that day classes are offered at the College shall promptly notify the Vice President and Dean of Academic Affairs of such arrangements. Failure to notify the Vice President and Dean of Academic Affairs shall constitute violation of this Article. No special arrangements as to scheduling of workload or other obligations shall be accorded faculty members with outside obligations.

Where the College acts as a contractor with any outside institution or governmental agency and the services of faculty members are utilized by the Administration in order to fulfill such a contract, the College and the faculty member shall mutually agree upon the terms and conditions of such additional employment. Any such agreement shall be reduced to writing and a copy shall be given the faculty member so employed and a copy shall be provided to the Association. Such written agreement shall set forth the obligations of the contractor and shall be binding upon both the faculty member and the College. Such agreement may be enforced by either the faculty member or the College in any court of competent jurisdiction, but shall not be subject to the grievance procedures of this Agreement.

ARTICLE XIII

WORKING CONDITIONS

13.1 Information to Individuals: The College shall provide each new unit member and any returning unit member who requests such information with detailed written descriptions of the applicable benefit programs and an explanation of the faculty member's options and rights thereunder.

13.2 Faculty Rights and Privileges

The College and the Association hereby endorse the following statement on academic freedom adopted from the 1940 Statement of Academic Freedom as agreed upon by the American Association of University Professors and the Association of American Colleges:

> The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

> The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject.
>
> The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that he is not a spokesman for the institution,

13.2.1 Consistent with the above statement, the following rights are hereby made part this Agreement.

a. Consistent with Department standards and policies, faculty members shall enjoy full academic freedom in the content of teaching, the selection of textbooks, the methods of instruction, and the conduct of the classroom.

b. Faculty members are entitled to the rights of free inquiry, free expression, and free association to assure academic freedom.

c. Faculty members shall have the right to speak freely and dissent on matters of educational philosophy, institutional policies, or the administration and the operation of the College.

d. Faculty members are entitled to an honest and unprejudiced evaluation of the work and performance.

e. Faculty members are entitled to access to those facilities and services of the College that are appropriate to their professional responsibilities with due regard for the rights of others.

f. Faculty members have the right to be informed of the rules and provisions that govern their conduct and of the expectation that is set for their performance.

13.2.2 The concept of academic freedom must be accompanied by an equally demanding concern of academic responsibility. The concern of the Association and the College for academic freedom safeguards must extend equally to requiring responsible behavior consistent with the goals of the College. To that end, faculty members should exercise their academic freedom with responsibility and should respect the general conditions conducive to academic freedom.

13.3 Faculty members should refrain from shortening, lengthening, cancelling, adding, or rescheduling of classes. If, however, such changes are necessary or are in the interest of academic enrichment, the faculty member shall seek agreement in advance from the affected students. If the necessary change will affect more than one class meeting, the faculty member is expected to gain approval of the chairman who in turn, shall notify the Registrar or the Vice President and Dean of Academic Affairs, as the case may warrant of such changes.

13.4 Commons Hours

The College shall establish a commons hour at eleven on every Tuesday and Thursday of every semester during the life of this Agreement. During the eleven o'clock hour on Tuesday and Thursday there shall be no classes scheduled. Such time shall be used for student meetings, student convocations, committee meetings, or faculty meetings. The College shall make arrangements with the catering service to provide extended hours for lunch on Tuesday and Thursday for the convenience of students.

Department Chairmen shall in the scheduling of classes arrange all classes so that there is no conflict with the above college-wide commons hours.

This provision shall not be construed to mean that the commons hours are the only time that committees, faculty, or departments may meet.

13.5 College Facilities

13.5.1 Faculty Offices: The College shall continue to provide adequate office space for all full-time faculty members. Faculty offices shall be enclosed and lockable and shall be furnished with a lockable desk, lockable file cabinet, bookcase, chairs, wastebasket, and other office supplies as may be needed for performing professional duties. The College and the Association agree that it is desirable to provide private offices for faculty members which are located as close as possible to the respective department or building in which faculty members perform professional duties; given, however, limited space and facilities, it is recognized that such an ideal arrangement may not be feasible for all faculty members. Current practice regarding shared office space shall continue; current faculty members who would prefer a relocation may request consideration for a change and such consideration shall be given by the College according to availability of space and the current faculty member's length of service at the College.

13.5.2 Keys: Faculty members shall be provided keys to their office, desk, and file cabinet. Upon written request, faculty members shall be provided with a key to the building in which their office is located. With the exception of laboratories and other classrooms which house special equipment, all classrooms shall be kept unlocked. Faculty members assigned to teach or work in classrooms which must be kept locked shall be issued keys for such classrooms. No faculty member is authorized to duplicate any keys issued by the College. All keys must be signed for when issued and returned when a faculty member leaves the employ of the College.

13.5.3 Parking: The College shall continue to provide on-campus parking for the faculty. In addition, the College shall consider issuing a permanent parking permit that would allow parking in an approved area. Upon sale of a vehicle or upon leaving the employ of the College, the remains of the permit shall be returned to the Security Office.

13.5.4 Safety and Health: The College agrees to continue to make reasonable provisions for the safety and health of unit members in pursuit of their professional responsibilities on College premises. Unit members who wish to work in their offices after hours or when the College is closed, shall notify Security upon entering a locked building and upon leaving the locked building. The College shall provide within the limits of its financial resources, reasonable and adequate security to protect the private property of unit members. In the event of a medical emergency, unit members may be treated at the College Infirmary. It is recognized that the College Infirmary and Health Services has as its primary obligation, however, the health and safety of students.

13.5.5 Physical Environment: The College shall use its best effort to provide unit members with an appropriate environment for carrying out their professional duties within the resources of the College. All classrooms, offices, and halls in the buildings of the College shall be kept clean and equipped with appropriate supplies. The College shall make every effort to see that such classrooms, offices, and halls shall have adequate and safe heating, lighting, and ventilation or cooling systems.

13.6 College Services

13.6.1 Telephones: Within the limits of its financial resources, the College shall, during the life of this Agreement, restore individual telephone service to every full-time faculty member with a private office.

13.6.2 Mail: Individual campus mailboxes shall not be provided to faculty members unless such members reside in campus housing, subject to availability after resident students' mailboxes have been assigned. For the sake of improved campus communication, the college shall attempt to establish a mail delivery system whereby mail will be delivered to the academic departments and units at least once a day. The Departments shall provide mail slots for individual faculty members in the department. In the case of faculty members whose offices are located in buildings other than that of the Department, such faculty members must request a slot in a Department office in the same building.

13.6.3 Clerical and Secretarial Service: Within the limits of its financial resources, the College shall strive during the life of this Agreement to provide more substantial secretarial service to academic Departments. It is recognized that in the case of smaller Departments, such services may be shared by Departments. Within the limits of federal funds available, the College shall also provide Departments with work-study student assistance.

13.6.4 Bookstore Services: The College agrees to strive to improve the quality and service of the College Bookstore. In addition, the College Bookstore shall provide, in a timely fashion, sufficient quantities of books and/or other classroom materials ordered by the faculty or the Department, provided such requests are made in a timely fashion.

13.6.5 College Vehicles: College vehicles may be used by faculty members in fulfillment of their professional responsibilities, when available, provided that requests for reservations for the use of such vehicles are made in advance and approved by the appropriate office. If a College vehicle is not available, faculty members using a private vehicle in fulfillment of their professional responsibilities, which use is approved by the College, shall be reimbursed at the current state rate. Such reimbursement shall be provided for any faculty member assigned to teach a course offered by the College at a site other than the Dover campus.

13.7 **Academic Support**

13.7.1 The College recognizes the need for adequate budgets in academic Departments for supplies and equipment and the need for an adequate budget for library acquisitions. The College shall make good faith efforts to increase these budgets at a rate which will meet inflationary increases and provide adequate support to the faculty in the performance of their professional responsibilities.

13.7.2 The College agrees that, except as modified by this Article, it shall continue to provide the facilities, services, and support to unit members consistent with past practices.

13.8 **Continuing Education**

Consistent with the mission of community service, the College shall continue to offer guaranteed courses in the Division of Continuing Education and shall strive to increase such guaranteed courses each year.

In arriving at a final decision regarding cancellation of a course, it is agreed that courses with large enrollments shall be considered to be supporting smaller courses within a Department and may, as a secondary consideration, be considered to be supporting smaller courses of other Departments. The final decision to cancel a course shall not be made until the general registration period is over; the decision to cancel a course shall be made by the appropriate Assistant Academic Dean after consultation with the Director of Continuing Education and the Chairman of the affected department or his designee.

ARTICLE XIV

LEAVE POLICY

14.1 **Sabbaticals**

Sabbatical leaves are intended to encourage and promote the professional growth of the faculty and to enhance their scholarly and teaching effectiveness. Such leaves contribute to the accomplishment of these ends by enabling the faculty to undertake specific, planned activities involving study, research, scholarship, and creative work of mutual benefit to the faculty member and the College.

14.1.1 Eligibility: A voting faculty member who has served the College full-time for a period of at least six (6) years or twelve (12) semesters since the initial appointment or since a previous sabbatical leave shall be eligible for consideration during the sixth year. The years of service or semesters need not be consecutive if an approved leave of absence is granted. Faculty members shall not be granted a sabbatical leave which would take place during or immediately preceding a retirement or terminal appointment.

14.1.2 For faculty members on an academic year appointment, a sabbatical leave may be for one (1) semester at full salary or for two (2) semesters at one-half (½) salary. For faculty members on a twelve (12) month appointment, the sabbatical leave may be for six (6) months at full salary or one (1) year at one half (½) salary. Twelve (12) month teaching faculty who are usually obligated to teach during Summer School shall be exempt from such obligation if their sabbatical begins or ends during the course of a summer session.

14.1.3 A faculty member on sabbatical leave shall receive all fringe benefits to which he is entitled.

14.1.4 While on sabbatical and upon return from sabbatical leave, faculty members shall receive all salary increases, merit or promotion increases, awards of promotion or tenure which would have been received had the faculty member not been on sabbatical leave.

14.1.5 The Association and the College agree that no more than ten (10) percent of the faculty may be granted sabbaticals during an academic year, including the summer prior to the next academic year. Except in rare circumstances, no Department shall be granted sabbaticals which cause the loss of more than one (1) full-time faculty member or its equivalent during the academic year. Normally, sabbatical leave for one (1) semester shall be granted only to faculty members holding the terminal degree.

14.1.6 Replacement of faculty members on sabbatical leave shall be accomplished either by the appointment of a qualified substitute in the department or the distribution of compensated overload within the department.

14.1.7 Procedures: Applications for sabbatical leave shall be submitted to the Chairman of the department not later than October 15 of the academic year preceding the anticipated sabbatical. Applications for sabbaticals shall include (a) the presentation of a definite plan for the scholarly use of the sabbatical; (b) an indication of the specific semester(s) for which the leave is requested; (c) a description of any fellowship or grant pending or secured at the time of making application for sabbatical leave. The Chairman and the Department Committee, exclusive of those who are applying for a sabbatical, shall take into consideration the criteria for sabbaticals and the anticipated needs of the department and rank requests for sabbatical leaves. The recommendations of the departments including specific plans for replacement or coverage for the faculty member on sabbatical, shall be submitted to the Vice President and Dean of Academic Affairs no later than October 31. The Vice President and Dean of Academic Affairs shall consider the criteria and the needs of the College and submit the department's recommendations and his own recommendations to the Promotion and Tenure Committee no later than November 30. The Promotion and Tenure Committee shall consider the requests and the recommendations and submit its ranked recommendations to the Vice President and Dean of Academic Affairs who shall transmit the recommendation to the President of the College. The President of the College shall make his recommendation to the Board of Trustees whose decision shall be final.

Applicants for sabbatical leave shall be notified in writing no later than March 1 of the academic year preceding the anticipated sabbatical leave as to the disposition of their applications.

14.1.8 Criteria: Those who are charged with the responsibility of rendering judgements on the merits of sabbatical applications shall apply the following criteria according to the listed priority:

a. Value of proposed program to the faculty member and the College.

b. Effect of the leave on the College program and resources.

c. Seniority in length of service since previous sabbatical or initial appointment.

d. Seniority in rank.

The sabbatical program shall require a lengthy period of continuous release from normal faculty responsibilities and should not be accomplishable in shorter intervals and with other forms of assistance already available or made available through this Agreement for professional growth. In no case shall a faculty member be denied a sabbatical solely on the basis of Department or College needs.

14.1.9 Conditions: Faculty members on sabbatical are expected to follow the program detailed in the application. The Chairman and the Vice President and Dean of Academic Affairs shall be notified of any substantial modifications in the program. While on sabbatical, faculty members may avail themselves of fellowships, assistantships, travel expenses, grants-in-aid, or other financial assistance received from sources other than the College provided that such assistance does not require full-time employment or other duties detrimental to the sabbatical program for which leave has been granted; a faculty member shall not use the sabbatical leave to increase his income substantially. Faculty members who accept sabbatical leave are obligated to return to service at the College for a minimum of one (1) year immediately following the completion of sabbatical leave. In the event that the faculty member fails to return to the College said faculty member shall repay the college the salary provided during the sabbatical; such repayment may be distributed over a one (1) year period. Such repayment may be waived or deferred at the discretion of the President of the College. By the end of the first semester following their return to the College recipients of sabbatical leaves shall file a written report of the sabbabical activities and accomplishments with the Department Chairman and the Vice President and Dean of Academic Affairs.

14.1.10 Normally, faculty offices shall be retained and may be used by a faculty member while on sabbatical; however, in the event that a replacement for the faculty member is needed and no other suitable office space is available, the faculty member's office shall be provided to the replacement faculty member.

14.1.11 If a faculty member shall serve more than six (6) years before a first sabbatical leave or between sabbatical leaves, the additional years beyond six (6) shall not be credited toward the next sabbatical leave. However, a faculty member whose approved sabbatical leave has been deferred or postponed because of an institutional need shall begin to accumulate service credited toward the next sabbatical as of the scheduled start of the deferred or postponed sabbatical but not including the time, if any, eventually spent on the deferred or postponed sabbatical.

14.2 Leave of Absence Without Pay

A leave of absence is defined as a leave without pay. The College and the Association recognize that policies permitting leave of absence without pay for professional or personal reasons may at times be beneficial to both the individual and the College. Such leaves may be for professional development, the completion of graduate requirements, research, faculty exchange with another institution, public or political service, health, child-rearing, or other family or personal needs.

14.2.1 Eligibility: To be eligible for a leave of absence without pay, a unit member shall have two (2) years of continuous full-time service at the College and since a previous leave of absence or sabbatical. Under unusual circumstances, the appropriate Vice President may waive the two-year eligibility requirement.

14.2.2 Length of Leave: Leave of absence without pay may be granted for a semester, an academic year, or for a period of time not to exceed a calendar year. Under exceptional circumstances, a leave or any extension thereof may be extended for a limited period not in excess of one (1) additional year. Leaves for shorter periods may be recommended by the appropriate Vice President.

14.2.3 Application and Approval: Requests for leaves of absence shall be submitted in writing to the Department Chairman at least ninety (90) calendar days in advance of the date the proposed leave shall begin. The request shall state the reasons for the leave, the period of absence, and the date of return. Upon the recommendation of the Department Chairman and subject to the concurrence of the appropriate Vice President, a leave of absence without pay may be granted by the Board on recommendation of the President of the College. Such approval shall not be withheld except in rare instances and for clear and compelling reasons. Unit members who have requested such leave shall be notified within forty-five (45) calendar days from the date of the request as to the recommended disposition of the leave. Any request for an extension of the leave of absence shall be handled in the same manner as the original request.

14.2.4 If a unit member does not return to work by the date of leave expiration, said unit member shall be considered to have voluntarily resigned from the College, unless the unit member was unable to return due to extenuating circumstances beyond his control. If a unit member fails to return and extenuating circumstances are not extant the College reserves the right to seek restitution from the unit member for its share of fringe benefits paid. If, in the event of extenuating circumstances, a unit member requests a return from leave prior to the approved date, the unit member must submit a written request to the department chairman and the appropriate Vice President. In such cases, such a request may be honored provided that it does not violate the contract arrangements of a replacement unit member and that such early return occurs at the beginning of a semester or session. It is understood that leaves of absence shall begin and end so as not to disrupt the academic program.

14.2.5 While on leave, the employee shall retain all benefits accumulated up to the taking of leave but shall not earn sick leave or eligibility toward tenure. All conditions regarding this leave and the return of the individual to Delaware State College shall be stated in a Leave Agreement Document and signed prior to the start of the leave and such document shall be made a part of his personnel file.

14.3 Short Term Professional Leave (Travel)

Unit members shall be permitted sufficient time away from their regular assignments to attend regularly scheduled professional meetings, conferences, seminars, speaking engagements, or other professional activities related to their professional responsibilities at the College. Such short term professional leave shall be with pay and subject to the approval of the Chairman. Dependent upon existing travel budgets, such leave may or may not be funded by the department or the College. A unit member seeking short-term professional leave shall notify the Chairman at least two (2) weeks prior to the start of such leave and shall arrange for adequate coverage of his professional responsibilities while on short term professional leave. Any request for short term professional leave which extends beyond a period of a calendar week shall be subject to the approval of the appropriate Vice President. Such short term professional leave for outside professional activities shall not exceed a cumulative period of two (2) calendar weeks per academic year without the express consent of the appropriate Vice President.

14.3.1 Development Leave

Development Leave is an authorized leave for the purpose of upgrading and broadening the offerings of a department. Such leave may be granted depending upon the needs of a Department and the particular program of study proposed, and the availability of funds.

14.4 Bereavement Leave

Three (3) days of leave with pay will be granted when death occurs in the immediate family (mother, father, grandparents, grandchildren, foster-parents, husband, wife, father-in-law, mother-in-law, sister, brother, son, daughter). Additional days without pay may be granted if special circumstances warrant. One (1) day only with pay is granted when death occurs for relatives outside the immediate family. If more time is needed, accrued annual leave or personal leave may be used for this purpose.

14.5 Leave For Court-Required Service

A unit member who, during the academic period during which said unit member is scheduled to work, is summoned and reports for jury duty or is subpoenaed as a witness in a legal action to which the unit member is not a party shall immediately notify the Department Chairman of this obligation. It is recognized that unit members whose primary responsibilities include teaching are usually exempted from jury duty. Unit members who are summoned as jurors or subpoenaed as witnesses shall be granted leave with pay for such court-required service. With the exception of reimbursable expenses, compensation received by the unit member for time spent performing jury duty on scheduled working days shall be remitted to the College. A unit member serving jury duty or as subpoenaed witness is expected to report for work when attendance at court is not required.

14.6 Military Leave

14.6.1 Military Service: The reinstatement rights of any unit member who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such Law, shall be determined in accordance with the provisions of the Law granting such rights. Military service shall include alternative service approved by the Selective Service Commission.

14.6.2 Annual Military Duty: A unit member who is ordered to active duty during an academic period in which he is scheduled to work, upon written request shall be granted a leave with pay, normally not to exceed fifteen (15) working days, to engage in any temporary tour of duty with the National Guard or any recognized branch of the Armed Forces, provided that said unit member remits to the College any military pay earned for those days which would have been his normal work days at the College. In those instances where military pay exceeds College pay, only the amount equivalent to College pay for days involved is to be reimbursed to the College. Unit members serving in reserve units shall make every effort to fulfill their annual military obligation at times that will not disrupt the academic program.

14.7 Annual Leave For Twelve Month Non-Teaching Unit Members

Annual leave shall be granted to twelve (12) month non-teaching unit members in accordance with the following schedule:

a. During the first year of service, annual leave shall accrue at the rate of one (1) day per full month of service up to a maximum of twelve (12) days.

b. During the next three (3) years of service, annual leave shall accrue at the rate of one-and-one-twelfth (1 1/12) day per full month of service up to a maximum of thirteen (13) days.

c. After completing four (4) years of service, annual leave shall accrue at the rate of one and one quarter (1¼) day per full month of service up to a maximum of fifteen (15) days.

d. For each additional year of service, annual leave shall be increased by one (1) day per year and accrued at a proportional rate until completing nine (9) years of service.

e. After completing nine (9) years of service, annual leave shall accrue at the rate of one and two-thirds (1 2/3) days per full month of service up to a maximum of twenty (20) days.

This schedule does not apply to unit members who have teaching responsibilities or who have ten (10) month contracts.

14.7.1 A member of the unit shall either be accorded leave when the teaching faculty are on vacation or take annual leave as set forth above, but shall not be eligible for both forms of leave.

14.7.2 Annual leave, when applicable, shall be scheduled by the Chairman after consultation with those entitled to such leave and particular regard to the needs of the Department and the seniority and requests of affected unit members. Upon approval of the Vice President and Dean of Academic Affairs, the final schedule shall be sent to those taking annual leave.

14.7.3 Unit members eligible for annual leave should take their annual leave each year. Annual leave days may be requested as they are accrued; however, such leave days must be taken at times compatible with the College program and any request for a period of uninterrupted annual leave in excess of two (2) weeks must have prior approval and normally shall be requested at least one (1) month in advance.

14.7.4 Before retirement, resignation, termination, or transfer to an appointment not eligible for annual leave, unit members entitled to annual leave shall be expected to use all accrued leave prior to retirement, resignation, termination, or transfer. In the event that circumstances preclude such action, the unit member shall be paid for any unused annual leave. In the event of death, the surviving spouse or the estate shall be paid for unused annual leave up to the amount of annual leave accrued during the last year of employment.

14.8 Holidays

The College shall observe the following holidays: New Year's Day, Martin Luther King Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Election Day, Thanksgiving, Christmas Day. In addition, the College shall observe as a holiday the Friday following Thanksgiving, Christmas Eve Day, the day following Christmas, and New Year's Eve Day. When such holidays fall on a Saturday or Sunday, the appropriate days off shall be granted on the immediately preceding or following day, whichever is appropriate.

14.9 School Closings

Pursuant to Executive Order Number Sixty-Eight which was signed by Governor DuPont on December 18, 1978, Delaware State College will continue to enforce the following policy:

a. If a natural or man-made emergency develops during working hours, the President or his designee may allow non-essential employees to leave work early. However, they may not allow such employees to leave more than two hours before the end of their regularly scheduled day, or darkness, whichever occurs first, without the Governor's approval. No loss of pay or accumulative time-off will occur in the event of early dismissal. However, early dismissal will not operate to excuse unauthorized absence from work.

b. If extreme weather conditions force any employee to be late for work, the employee shall contact his or her supervisor, inform of the impending lateness, and state the expected time of arrival for work.

c. If, on days when he is required to work, any employee cannot reach work due to extreme weather conditions and calls the supervisor(s) the employee will not be paid for the absence, but may elect to use vacation or compensatory time, if any, to cover the absence. Sick leave may not be used for this purpose unless sickness is documented.

d. Whenever the traveling conditions are considered to be hazardous and the possibility exists that twenty-five percent (25%) or more of the students will be unable to keep their class schedule, the President or Academic Vice President shall cancel all classes and faculty members shall be excused for the day.

14.10 Sick Leave

Any absence of a unit member from his assigned duties because of sickness, pregnancy, and related medical conditions shall be charged against the employee's accrued sick leave. Each unit member shall accrue sick leave benefits at the rate of one and one-fourth (1¼) days per month of employment by Delaware State College up to a maximum of sixty (60) days. Weekly reports on faculty absences will be prepared by the department chairmen and immediately forwarded to the appropriate Vice President.

The appropriate Vice President is responsible for maintaining the official records on sick leave. When the sick leave extends beyond the number of accrued days of sick leave, the pay of the employee will terminate. If the sick leave is seen to be of some duration, the employee is encouraged to apply for a leave of absence and to contact the Business Office regarding benefits he may be entitled to under the provisions of the Short Term Disability Program.

The College may, from time to time, while a bargaining unit member is on sick leave require a statement from the member's physician as to the condition of the member and the extent and duration of the disability. The College may also request the member to submit to an examination by a physician of the College's choice. In the event that there is a disagreement between the College's physician and the attending physician regarding a member's ability to work, a third opinion may be sought. The choice of a third physician shall be mutually agreed upon by the College, the bargaining unit member, and the Association. The decision of the third physician shall be binding on all parties. In the event that a member of the bargaining unit on sick leave refuses or fails to submit a medical certificate upon request or refuses to allow examination by another physician, the College shall be free to initiate procedures to deny the member paid sick leave.

14.10.1 Bargaining unit members on sick leave shall receive their regular compensation during the period of the leave, as well as any increases, promotion, award of tenure, or any other rights and benefits which they would have received individually or as a member of the bargaining unit had they not been on such leave.

14.10.2 Upon return from sick leave, the bargaining unit member shall resume regular duties. In the event that courses have already been initiated and are well in progress under substitution provisions, the teaching faculty member, on approval of the Vice President and Dean of Academic Affairs, shall be assigned other duties consistent with academic responsibilities and shall resume teaching at the beginning of the next semester or session. The College may request, at the expense of the unit member, a medical certificate attesting to the member's ability to return to work.

14.10.3 In the event, by reason of illness or disability, a member of the bargaining unit continues to be incapable of performing the regular duties of a member of the unit, after the expiration of accumulated sick leave, the affected member may apply for disability benefits pursuant to the terms and conditions of the disability insurance plans then in effect. The affected member shall have the option of considering other alternatives such as unpaid leave of absence. early retirement, etc., that might best benefit both the College and the member of the bargaining unit.

14.10.4 Upon retirement or termination, a member of the unit shall be entitled to a cash payment for all accumulated and unused sick leave up to a maximum of sixty (60) days. In the event of death, payment shall be made to the spouse or estate of the unit member.

Unit members eligible for annual leave who accumulate more than sixty (60) days of sick leave will be given one (1) additional day of annual leave for each full five (5) days of sick leave over and above sixty (60) days.

The parties agree that members of the unit while on sick leave shall not be charged sick leave days for any scheduled holiday, annual leave days accrued and taken, or any other day when the unit member is not normally scheduled to perform professional responsibilities.

Subject to provisions of the insurance carrier in effect at the time, nothing herein contained shall preclude the appropriate Vice President from authorizing additional paid sick leave benefits when, in his discretion, circumstances warrant such benefit.

14.11 Personal Leave

Personal leave for one (1) day shall be granted to unit members as personal, urgent, or compelling business may occur. All unit members shall be entitled to no more than four (4) such personal leave days each year. Such leave shall be with pay and may be arranged informally with the department chairman and the concurrence of the appropriate Vice President. Such personal leave is not to be considered as an inherent right and cannot be accumulated. It is expected that unit members will exercise the benefit described herein with discretion in order that there be no dislocation to the academic program or inconvenience to students and colleagues.

14.12 Notification

As soon as decisions are made, the College shall furnish the Association with a list of all members of the bargaining unit who have been granted any kind of leave which includes a term of a semester or more. In addition, the College shall furnish the Association with a list of those who have been denied requests for leaves which includes a term of a semester or more, including an indication of those for whom a replacement position shall be needed.

ARTICLE XV

PERSONNEL FILES

15.1 The College shall maintain only three (3) categories of personnel files on unit members.

15.1.1 There shall be a pre-employment file which shall contain all and only materials requested or received by the College in connection with the original appointment of the faculty member. Initial letters of recommendation shall be kept confidential and kept exclusively in the pre-employment file. Other material submitted prior to the faculty member's appointment, with the understanding that it be kept confidential, shall be kept in the pre-employment file. Copies of non-confidential materials, such as transcripts, curricula vitae, employment records, or published materials received prior to the appointment of a faculty member shall be kept in the official personnel file described below. Confidential materials, such as letters of recommendation, may at the written request of the writer of such materials, be placed in the official personnel file. The pre-employment file shall be kept in the Office of the President.

15.1.2 There shall be official personnel files which shall be maintained by the Vice President and Dean of Academic Affairs and Vice President for Student Affairs for Faculty and Counselors respectively.

15.1.3 The College shall maintain a Business Office file dealing with routine matters, including but not limited to payroll and benefits. Upon request, faculty members shall be provided with adequate and appropriate information from their individual records to meet their stated needs. The Association, as provided in Article VI, Section 16 of this Agreement, shall also be provided with such information and, upon request, may also be provided with adequate and appropriate information to meet needs.

15.2 Each unit member has the right to know of each and every official personnel file maintained on him. With exception of the pre-employment file, members have the right of inspection during normal business hours of information related to payroll, fringe benefits, and other similar specialized items of information which apply to the particular unit member making the request.

15.3 The official personnel file of each unit member shall include, but not be limited to the following:

a. Signed application form.

b. Official transcripts supporting claims to academic work.

c. Documents supporting claims to professional training.

d. Letters or records describing work experience.

e. Copies of all statements of employment.

f. All documents relating to professional growth or performance, including evaluations, correspondence or memoranda of discussions between the faculty member and the Department Chairman or the appropriate Vice President or other colleagues or administrators relating to evaluations of professional performance.

g. Documents indicating special competencies, achievements, scholarly research, academic, professional, or other contributions.

h. Non-confidential materials from the pre-employment file.

i. Written material concerning appointment, reappointment, promotion, tenure, completion of the probationary period, special terms or conditions of employment, sabbaticals or leaves of absence, and merit increases.

j. All documents pertinent to severance or discipline.

k. Any statements that the unit member wishes to have entered in response to or in elaboration of any other item in the file.

l. An updated curriculum vitae: at the beginning of the academic year, it will be the unit member's responsibility to update the curriculum vitae should such updating be warranted.

15.3.1 Failute of a unit member to supply, upon written request from the appropriate Vice President, the documentation mentioned above may constitute adequate cause for dismissal under Article X, Section 4.

15.3.2 With respect to books, papers, and other voluminous materials relating to professional accomplishments which cannot reasonably be included in a file folder, documentation such as letters from publishers, invitations or programs where papers have been presented, or similar documents, may be included with a notation that the book or paper is in the possession of the unit member. Such materials are subject to be produced by the unit member at any applicable college proceeding.

15.4 A unit member shall have access to his personnel and business record files, exclusive of confidential pre-employment placement materials during normal business hours and may request copies, at his own cost, of any material contained therein. A unit member may not remove his file from the room in which it is housed.

A unit member may enter a statement in his file which he believes clarifies, corrects, or refutes material therein, and such statement will be attached to the applicable documents in the file.

Access to unit members' personnel files shall be restricted to the unit member, his authorized agent, the Promotion and Tenure Committee, other authorized committees, and administrative offices of the College or their authorized representatives.

15.5 The College shall not divulge any data or information from its files relating to any identified unit member without the express written request or written approval of the unit member, except as evidence in legal disputes, response to compulsory legal process, response to requests for proposals which would involve the unit member, accrediting proceedings or as evidence in College hearings. This provision shall not prohibit publication of statistical information or other use of data in which no individual is identified.

15.6 All material for inclusion in a unit member's official personnel file shall be submitted to the office of the appropriate Vice President.

15.7 With the exception of summary reports of student evaluations, no anonymous material whatsoever may be placed in any file held on a unit member.

ARTICLE XVI

RELEASED TIME

16.1 Released time is defined as a reduction in the teaching load or workload in order to carry out professional responsibilities which are of mutual benefit to the College, the Association, or the unit member.

16.2 A unit member who is engaged in special projects or research or who has been elected or appointed to a major committee as chairman may apply for released time by submitting a written request to his chairman with a copy to the Vice President. After thorough consideration of this request which shall involve members of the affected department, the department chairman shall transmit to the Vice President the departmental decision. Final approval of requests for release time rests with the Vice President. An applicant shall be notified of the disposition of the request no later than ten (10) calendar days from the date of transmission by the department chairman.

16.3 No faculty member may combine released time and overload without the express consent of the chairman of the department and the Vice President.

ARTICLE XVII

SALARIES

17.1 Any salary plan determined according to the terms of this Agreement shall be effective as of the first day of the fiscal year beginning July 1, 1983, unless otherwise specified in this Agreement. Individual contracts shall become effective at the time of appointment.

17.2 Salary Adjustment for Promotion

Faculty members who are promoted during the stated time of this Agreement, shall have their base salary raised to the minimum salary in the next highest rank, or receive One Thousand Dollars ($1000), One Thousand Three Hundred Dollars ($1300), or One Thousand Five Hundred Dollars ($1500) for promotion to the rank of

Assistant Professor, Associate Professor, or Full Professor, respectively, whichever is greater, These increments will not apply to unit members whose promotions took effect prior to September 2, 1983.

17.3 Salary Minima

The following schedule shall be the salary minima for unit members and shall serve as the minimum entry level for initial appointments or promotion, and shall commence July 1, 1983.

Rank	Ten-Month	Twelve-Month
Department or Library Assistant	$12,000	$14,400
Instructor	$15,850	$19,020
Assistant Professor	$18,500	$22,200
Associate Professor	$21,950	$26,340
Professor	$25,500	$30,600

Rank	Ten-Month
Counselor I	$15,000
Counselor II	$18,000
Counselor III	$21,000
Counselor IV	$24,000

The College shall increase the salary of any unit member who as of July 1, 1983, is below the salary minimum for the rank held.

17.4 Overload/Adjunct Teaching Compensation

Teaching Faculty; Faculty members whose workloads exceed the workload in semester hours that has been agreed to by the College and the Association, for their particular departments, shall receive an overload payment at the rate of One Thousand Fifty Dollars ($1050); One Thousand One Hundred Fifty Dollars ($1150); One Thousand Two Hundred Fifty Dollars ($1250); One Thousand Three Hundred Fifty Dollars ($1350) per three (3) credit course for the ranks of Instructor; Assistant Professor, Associate Professor; and Professor, respectively. Compensation for graduate level courses shall be at rates of 25% higher than the rates for undergraduate courses.

The above overload compensation rates shall become effective beginning with September 1, 1983.

17.5 Compensation of Department Chairmen

For the life of this contract, and effective September 1, 1983, the stipend and teaching load reduction for serving as department chairman during the academic year shall be as follows:

1 - 5 unit members: $1,200 and a 3-hour course reduction.
6 - 10 unit members: $1,400 and a 3-hour course reduction.
11 or more unit members: $1,600 and a 6-hour course reduction.

17.6 Payment Schedule

All members of the faculty and other members of the bargaining unit shall be paid by check issued by the State Treasurer on the fifteenth or previous working day closest to the fifteenth of each month and on the last day or previous closest working day of each month.

Payment for twelve (12)-month appointments shall begin July 15; payments for ten (10)-month appointments shall begin on September 15. Subject to the arrangements that can be made with local banks, faculty members may request that their checks be deposited in a bank located in the Dover area.

Faculty on ten (10)-month appointments may choose to have payments of salary established on a twelve (12)-month basis; twenty-four (24) pay periods instead of twenty (20). Such requests should be made at least thirty (30) days before the beginning payment of an academic year. Such arrangements shall continue on a year-to-year basis, unless said faculty member notifies the College before June 30.

17.7 Preservation of Base Salary

Faculty members who accept appointments to administrative positions which include an increase in salary beyond the salary due as a faculty member shall, upon return to faculty status, receive the same salary they received at the time of the appointment plus accumulated increases and increments they would have been receiving had they not served in administrative positions.

Faculty members who receive stipends for extra duties, i.e., Chairman of a department, shall, upon resignation or termination of extra duties, lose that stipend and receive the appropriate salary including accumulated increases and increments they would be receiving had they not accepted the extra stipend. Such stipends shall not be considered part of the base salary.

17.8 Compensation for Unusual Services

Compensation for teaching non-credit courses or unusual non-instructional activities and services, where such services are not considered part of the member's basic load, normal faculty responsibility, or other activities covered elsewhere in this Agreement, shall be by special contract arrangements between the faculty member and the College. The Association shall be notified of the details of any such special contract arrangement.

17.9 Additional Compensation

In the event that the College wishes to make salary or fringe benefit adjustments which are more favorable than those called for in the Agreement to any individual member of the bargaining unit for purposes matching a bona fide offer from a rival institution, the College may do so. The Association will be informed of such action.

17.10 Re-Opener

The College and the Association agree to reopen negotiations on salary matters for the fiscal years 1985 and 1986, no later than January 31, 1984.

ARTICLE XVIII

FRINGE BENEFITS

18.1 Fringe Benefit Committee

The College and the Association agree that current fringe benefits will remain in effect during the first year of this Agreement. However, the parties concur that it shall be to the mutual benefit of the College and the Association to establish a Fringe Benefit Committee consisting of six (6) individuals, three (3) appointed by the College and three (3) appointed by the Association. Said Committee will be charged with the responsibility of reviewing the insurance and fringe packages carried by the College and the State of Delaware, comparing costs and benefits offered by other carriers, examining the feasibility and legal implications of the College's withdrawing from the State plans and making recommendations to the Board of Trustees, which will follow the usual bidding procedures.

18.1.2 Both parties agree that the Fringe Benefit Committee shall be established within thirty (30) days of the effective date of this Agreement and shall immediately consider the items listed below and any others deemed appropriate.

a. The establishment of a dental health plan.

b. The establishment of a medical prescription assistance plan.

c. A comparative study of the benefits and costs associated with the present State Pension Plan and the costs and coverage offered by TIAA/CREF.

d. A review and comparison of the benefits and costs of the State provided Blue Cross/Blue Shield coverage and the costs and coverage provided by other carriers.

e. A review of the Master Policy for Group Disability Insurance, currently carried by the College, and current sick leave policy.

f. Retirement Benefits.

g. Early Retirement.

h. Group Life Insurance.

i. Travel Insurance.

j. Liability Protection.

k. Accidental Death Insurance.

l. Compensation for property loss and/or personal injury as the result of fire, theft, assault, or vandalism while performing duties as defined by one's job description.

18.2 Retirement

The mandatory retirement age shall be in accordance with federal law.

18.2.1 Tenure shall cease upon retirement. A retired faculty member may be called upon to serve an additional one (1) year appointment if there is evidence of a continuing high level of teaching effectiveness and academic specialization in an area needed by the department and justified by student enrollment. The appointment of retired faculty to one (1) year terms shall be decided through the same procedures as reappointment. Retired faculty members may also be appointed to serve as adjunct faculty to teach not more than six (6) teaching credit hours per semester following retirement. For such service, the retired faculty member shall be considered on reduced appointment and compensated at a prorated salary based upon the salary of the last year of full-time service. Such adjunct appointments shall follow the same procedures as other adjunct appointments and may be permitted only if no full-time faculty member of a given department is available. While serving such post-retirement appointments, faculty members shall be entitled to all appropriate benefits, subject to modifications because of age.

18.3 Other Benefits

All other fringe benefits currently provided or made available by the College shall continue during the life of this Agreement. Until such time as the Fringe Benefit Committee's recommendations are approved, the College shall continue to provide various insurance and pension plans in effect at the effective date of this Agreement with no reduction in benefits.

ARTICLE XIX

GOVERNANCE

19.1 General Principles

Although the Association, as the elected bargaining agent, retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for members of the bargaining unit, and the Board of Trustees retains its rights, under law, to manage and direct the College, the parties recognize the necessity of a collegial governance system for faculty and other members of the bargaining unit in matters of academic concern. It is mutually desirable that the collegial system of shared governance be maintained and strengthened so that faculty and other members of the bargaining unit shall have a mechanism and procedure, independent of the collective bargaining process, for making recommendations to appropriate administrators and for resolving matters of concern to the faculty through the organizational structures of the Departments, the Faculty Senate, the Administrative Council, and the Board of Trustees. To that end, the parties agree to the following principles:

a. The Faculty of the College shall be able to make its opinion about matters affecting the College known to the Administration.

b. The Faculty of the Department shall be able to make its opinions about matters affecting the Department known to the Chairman.

c. Each Department may, at its option, elect a Department Committee to exercise the powers of the Department Faculty as a whole.

d. The Faculty shall have a voice through Faculty representatives elected for that purpose to serve on Department, Senate, or College committees in the formulation of policies and in decisions relating to their implementation.

e. The parties to this Agreement recognize the presently constituted organizations within the College, i.e., the Departments, the Faculty Senate, the full Faculty in session, which are composed, in whole or in part, of the Faculty. Such presently constituted bodies shall continue to function at the College and may exercise all the rights and powers, and prerogatives that they have heretofore possessed, provided that the actions thereof may not directly or indirectly repeal, rescind, or otherwise modify the terms and conditions of this Agreement.

f. Both parties to this Agreement recognize the Faculty Senate as the primary body for insuring effective Faculty participation in the governance of the institution and providing the means for the Faculty to exercise its responsibilities.

19.2 Departmental Governance

19.2.1 Departments or academic units shall consist of a Chairman or Head and Faculty members and other members of the bargaining unit assigned to the department. Academic Departments shall be established by the College with the advice of the full Faculty or the Faculty Senate. The Library, the Learning Skills Center, and the Counseling Center shall be, for the purposes of implementing this Article, treated in the same manner as Academic Departments.

19.2.2 The Academic Department is the structure through which the Faculty shall act in academic and personnel matters.

19.2.3 A Department, either as a whole or through committee, shall have primary responsibility for the content and development of courses, curriculum, and programs of study within its discipline; for forming Department policies with respect to majors and the general academic standards of the department; for establishing and maintaining standards of teaching, research, and service; for establishing departmental criteria and procedures with respect to decisions concerning appointment, reappointment, nonreappointment, promotion, tenure, sabbatical leave, peer review, part-time appointments, staff appointments, and other personnel decisions; and to advise, aid, and counsel the Chairman in administering the department.

The Chairman shall serve as Chairman of the Departmental Committee or the committee the whole. Departments shall express their decisions by majority vote of full-time members of the Department or members of the Department Committee, except where otherwise provided in this Agreement. It is understood that a vote of the full Department shall override the vote of a Department Committee.

Such action shall not conflict with this Agreement, College policies, procedures, or regulations.

19.2.4 The Department may establish whatever committees and procedures it deems appropriate to carry out its internal responsibilities, consistent with college-wide policies and practices and this Agreement. In Departments with no more than three (3) unit members, the Departments may constitute a committee of the whole to conduct all the Department's business.

19.2.5 Each Department shall establish written by-laws, subject to a majority vote of the Department, describing its structure, procedures, and policies. A copy of such by-laws shall be filed with the Vice President no later than the end of the Fall Semester of 1983. Such by-laws shall not conflict with this Agreement, or with College policies, procedures, or regulations.

19.2.6 In accordance with the provision of Article VIII of this Agreement, each Department shall establish a Personnel Committee of tenured, senior Faculty members to make recommendations concerning appointment, reappointment, non-reappointment, promotion, and tenure of members of the Department. In the event that a Department lacks tenured, senior faculty members, the Department Committee shall be composed of other members of the Department in order of seniority.

It is understood that a member of the department whose case is being considered by the Personnel Committee shall not participate in such meetings except at the request of the committee.

19.2.7 Each Department or the Department Committee shall meet as needed at the call of the Chairman, but not less than twice a semester. All members of the Department shall receive timely notice of such meetings. The Chairman of a Department shall be obligated to call a meeting if requested to do so in writing by at least twenty (20) percent of the Department Faculty. Department secretaries shall keep minutes of meetings and distribute the minutes to all members of the Department, except where normal dictates of confidentiality prohibit. A copy of the minutes shall be filed with the Vice President. The appropriate Assistant Academic Dean shall serve as an ex-officio member of the Department Committee.

19.3 Designation of Chairman

Department Chairmen are ranked faculty members who shall be appointed for a period of one year by the Board of Trustees upon the recommendation of the President. Department Chairmen are responsible for directing their respective Departments. They have the obligation to build Departments strong in scholarship, teaching capacity and community service.

Appointments to the position of Department Chairman by the Trustees shall be in accordance with the following procedures, except in emergency circumstances as described in succeeding paragraphs. Except where a department has recommended that an appointee be automatically reappointed for a period of up to three years, an annual recommendation in regard to its preference for Department Chairman shall be provided to the Vice President and Dean of Academic Affairs by each academic department, with appropriate evidence.

Procedures: The recommendation by a department in regard to its preference for Department Chairman shall be the preference of a majority of department faculty present and voting by secret ballot at a duly called meeting of the department faculty. The conduct of the meeting shall be in accord with established parliamentary authority in regard to elections, except the balloting is to designate a nominee for consideration by the Vice President and Dean of Academic Affairs. The meeting shall be presided over by the appropriate Assistant Academic Dean. In the event there is a tie and two names are presented to the Vice President and Dean of Academic Affairs, the Vice President and Dean of Academic Affairs shall recommend one of the nominees tied for first place. Only under unusual circumstances will a Chairman be recommended by the Vice President and Dean of Academic Affairs who does not meet the approval of a majority of the Department Faculty. If this should occur, the Department may present evidence in support of its nominee directly to the Vice President and Dean of Academic Affairs. If the Vice President rejects the evidence of the Department and does not support its recommendations, the Department may appeal to the President of the College.

In the absence of a regularly appointed Chairman, the Department may recommend an Acting Chairman whose term shall not exceed one (1) year, and recommend said person to the Vice President and Dean of Academic Affairs. The Vice President and Dean of Academic Affairs, in consultation with the Association and members of the Department, reserves the right to recommend a Chairman to the President in order to promote Departmental continuity and efficiency, or in connection with the establishment of a new Department.

In emergency situations, the President shall fill the vacancy on a temporary basis until the normal procedures for Departmental recommendations can be carried out.

19.3.1 Searches for Department Chairmen shall be conducted according to the following procedures:

a. The decision to recruit a Chairman from within or without the Department or to conduct a "mixed" search shall be the decision of the Vice President and Dean of Academic Affairs in consultation with the members of the Department and the appropriate Assistant Academic Dean.

b. If an outside search is conducted, it shall follow the procedures established for initial appointments, subject to the provisions of this Agreement.

c. In the event that a Chairman is to be designated from within the Department, the affected Department shall follow the procedures for recommending a Chairman as outlined in Section 19.3.

d. In the event that two-thirds of the membership of a Department petition the Vice President and Dean of Academic Affairs for the removal of a Chairman, the Vice President will confer with the appropriate Assistant Academic Dean, the Chairman and members of the Department in an attempt to resolve the matter. The Vice President shall make his recommendation for the removal or non-removal to the President of the College. In the event that the Vice President recommends removal of the Chairman, this decision may be appealed to the President of the College.

19.3.2 The Department Chairman shall be responsible to the appropriate Assistant Academic Dean for the day-to-day operation of the department.

19.3.3 In the event that a Chairman fails to carry out his responsibilities, he will be subject to removal from the position of Chairman.

19.4 College Governance

To better meet its educational goals, Delaware State College is committed to furthering joint planning and effort by the Board of Trustees, the Administration, the Faculty, the Students, as well as other segments of society. In it recognized that the interests of all are coordinate and related and that the broadest possible exchange of information and opinion is necessary for the effective planning and implementation of the College's educational objectives. It is also recognized, however, that the distinction between the insitutional system of communication and the system of responsibility for making the decision needs to be preserved. This means that while each component of the academic community has different initiating and decision-making responsibilities, all components need to exchange information and opinion before final decisions are reached so that the confusion and/or conflict arising from unilateral effort can be avoided.

The primary responsibilities of the Board of Trustees and the President are outlined in the Charter and By-Laws of Delaware State College. The faculty has primary responsibility for reviewing, discussing, and making policy recommendations in such areas as curriculum, standards, research, faculty status, honorary degrees, and student activities related to the academic life of the College. The power of review or final decision in these areas is lodged in the Board of Trustees or delegated by it to the President. Only in exceptional circumstances, however, will nonconcurrence be exercised, and the reasons for the action will be communicated to the faculty in writing.

19.5 Participating on Search Committee

Ranked faculty members shall be included on all search committees for major academic Administrators.

19.6 Administrative Equivalence

For purposes of this Article, the Vice President for Student Affairs shall serve the same function for the Counseling Center that the Vice President and Dean of Academic Affairs serves for the academic units.

19.7 The College and the Chapter recognize the uniqueness of the Counseling and Learning Skills Centers and the Agriculture Department's Extension Program. It is agreed that within 60 days after this Agreement has been ratified the Chapter-College Committee shall detail how Articles XI and XIX of the Agreement apply to these units with regard to: evaluation, departmental governance, and designation of the Director. The Committee, at the same time, shall examine the application of the governance section to the selection, duties and responsibilities of the Head Librarian.

The Committee's recommendations will form a part of the Agreement when signed by the President of the Chapter and the President of the College.

ARTICLE XX

PAST PRACTICE

20.1 The parties agree that certain existing practices and policies, which have not been addressed in this Agreement, should be maintained provided that they are not in conflict with this Agreement. In the event that a question arises as to a conflict of such a past practice with this Agreement or as to the applicability of such a past practice to a unit member, the matter shall be referred to the Chapter-College Committee for disposition.

20.2 During the life of this Agreement, no new practices or policies which affect the conditions of employment of unit members may be initiated without prior discussion with the Association.

ARTICLE XXI

GRIEVANCE AND ARBITRATION

21.1 Intent: The parties recognize and endorse the importance of establishing a prompt, fair, and efficient mechanism for the orderly resolution of grievances and agree to use their best efforts to encourage the prompt settlement of such grievances. The procedures herinafter set forth shall be used for the resolution of grievances. It is understood that nothing in this grievance procedure shall limit the existing right of an individual member of the bargaining unit to communicate with any person in the College Administration.

21.2 Definition: A "grievance" is a complaint or allegation by a member of the bargaining unit or by the Association that there has been a violation, misinterpretation, or improper application of the provisions of this Agreement, or the past practices and policies hereinbefore defined. Grievances are limited to matters of interpretation or application of express provisions of this Agreement except those provisions which are specifically excluded from the grievance procedure.

21.3 Informal Procedure for Grievances: Any individual member of the bargaining unit or members may at any time present an informal grievance at the lowest administrative level having authority to dispose of the grievance. Such a grievance may be adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of the Agreement. The administrator shall notify the Association in writing of such adjustments. Similarly, any member of the bargaining unit may choose to discuss a grievance with the appropriate member of the administration in the presence of a representative of the Association. The Association may informally present a grievance on behalf of any member of the bargaining unit or the Association to the appropriate administrator. The administrator, upon learning of the grievance, shall investigate the grievance as deemed appropriate and respond to the grievant in writing within five (5) working days. Any settlement, withdrawal, or disposition satisfactory to the member(s) or the Association of a grievance at this informal stage shall be consistent with the terms of this Agreement and shall not constitute a binding precedent in the disposition of other similar grievances, but shall be a final resolution of that particular grievance.

In the event that the grievance is not resolved satisfactorily through the informal procedure, the formal procedure for grievances shall be invoked as follows:

21.4 Basic Provisions

21.4.1 Steps One, Two, and Three of the grievance procedure set forth in this Agreement shall be pursued to completion before any application for arbitration shall be made, unless the parties hereto enter into a written waiver of such step or steps and agree to proceed directly to arbitration.

21.4.2 Time limits throughout this Article, referring to "days," shall mean "working days" which are defined as days exclusive of Saturday, Sunday, formal holidays, periods when Institutes, Registration, classes and examinations are not scheduled, periods when the College is closed, and Summer Sessions. Either party may be granted, by mutual agreement, a reasonable extension whenever persons necessary for the proper presentation or defense of a grievance are unavailable during non-working days.

21.4.3 At all formal levels of the grievance procedure and arbitration hearings, the parties shall have the right to have legal counsel present at their own expense.

21.4.4 Unless extended by mutual consent in writing, the time limits specified herein shall be the maximum time allowed. In the event of a failure to comply with the time limits on the part of the grievant(s) or Association, the grievance shall be considered as having been withdrawn. In the event of failure to comply with the time limits on the part of the College, the grievance shall automatically be advanced to the next step of the procedure. If the next step is binding arbitration, the entire cost of the arbitration shall be borne by the College.

21.4.5 Means of Notification shall follow the Notice Provisions of this Agreement, Article XXIII, Section 4.

21.4.6 Any information pertaining to the grievance in the official file in the possession of the College needed by the grievant or the Association in behalf of the grievant to investigate and process a grievance shall be provided to the grievant or Association on request within seven (7) working days, at the cost of the grievant.

21.4.7 A member of the bargaining unit who participates in a grievance procedure shall not be subject to discipline or reprisal because of such participation.

21.5 Formal Grievance Procedure:

21.5.1 Step One: The grievant or the Association shall file a written grievance with the Vice President and Dean of Academic Affairs within ten (10) working days after the decision of the informal step, or within fifty (50) working days of the date on which the grievant knew or should have known of the action or condition which occasioned the grievance. If, however, the occurrence of the event is not immediately discovered by the grievant (or the Association), the time within which to file a grievance shall commence when the occurence of the event is discovered or should have been discovered by the exercise of due diligence. No such time limitation shall apply regarding a claim that the College miscalculated the salary payable to a member of the bargaining unit. Such notice of a grievance shall concisely state the facts upon which the grievance is based, when they occurred, specify the provision of the Agreement which allegedly has been violated, specify the relief or remedy sought, and be signed by the grievant(s) and/or the President of the Association.

The Vice President and Dean of Academic Affairs shall hold separate or joint conferences within ten (10) working days after receipt of the grievance to discuss the complaint with all relevant persons in an attempt to reach a satisfactory settlement.

If the grievance is not amicably settled, the Vice President and Dean of Academic Affairs or designee shall within five (5) working days after the final conference deliver to the grievant and the Association a signed statement of his position regarding the matter. If the grievance is satisfactorily adjusted, the adjustment shall be signed by the parties. One (1) copy thereof shall be given to the grievant(s), and one (1) to the Association, and one (1) will be retained by the Vice President and Dean of Academic Affairs.

21.5.2 Step Two: If the grievance is not adjusted in Step One, the grievant(s) or the Association may appeal the grievance to the second step of the grievance procedure, provided such appeal is sought in writing, signed by the grievant(s) and/or the Association, sets forth the objection(s) to the Step One response of the Vice President and Dean of Academic Affairs, and is presented to the President of the College and the President of the Association within ten (10) working days after receipt of the Step One response. Within ten (10) working days after receipt of the Step Two appeal, the Presidents shall each appoint one (1) representative from within the College who shall meet to choose a mutually agreeable third person.

In the event that the appointees are unable to choose a third person within seven (7) calendar days, the two (2) Presidents shall dissolve that committee and each appoint one (1) new person from within the College who shall meet to choose a mutually agreeable third person. The selection of the third person will take place within seven (7) calendar days.

The three (3) person grievance panel shall review the case and the correspondence connected with the case. The grievance panel shall hold separate or joint conferences within ten (10) working days after the acceptance of the third person in an effort to reach a satisfactory settlement agreeable to all parties. The panel shall reach a decision within five (5) working days after the final conference and shall deliver such decision to the grievant, the Association, and the President of the College.

If the grievance is satisfactorily adjusted at this step, the adjustment shall be signed by the parties and copies thereof shall be given to the grievant(s), the Association, and the President of the College and appropriate Administrators.

21.5.3 Step Three: If the grievance is not adjusted in Step Two, the grievant(s) or the Association may appeal the grievance to the third step of the grievance procedure, provided such appeal is sought in writing, signed by the grievant(s) and/or the Association, sets forth the objections(s) to the Step Two response of the grievance panel, and is presented to the President of the College within ten (10) working days after receipt of the Step Two response.

The President of the College shall hold separate or joint conferences within ten (10) working days after receipt of the grievance and appeal notice to discuss the complaint with all relevant persons in an attempt to reach a satisfactory settlement.

If the grievance is satisfactorily adjusted at this step, the adjustment will be signed by the parties and copies thereof shall be given to the grievant(s) and the Association, appropriate College Administrators, and one (1) copy shall be retained by the President of the College.

If the grievance is not amicably settled, the President of the College shall within five (5) working days after the final conference deliver to the grievant(s) and the Association a signed statement of his position in the matter.

21.5.4 Step Four: In the event that the grievance has not been settled through Step Three, the Association shall have the right to make demand upon the College for the arbitration of the grievance provided such demand is made within twenty (20) working days after receipt of the President's decision. The intent to proceed to arbitration must be filed by the grievant(s) and/or the Association. If such has not been done within twenty (20) working days, the grievance shall be deemed withdrawn.

Within thirty (30) days, the parties will agree upon an arbitrator from a list of arbitrators to be chosen from Delaware and neighboring states who have higher education experience. Should no one be available, the parties will refer the matter to the American Arbitration Association for an arbitrator who will be selected under the Voluntary Rules of Labor Arbitration of the AAA then in force. The AAUP and College agree to develop a list of arbitrators who are qualified within thirty (30) calendar days of the signing of this contract. Selection will be made by mutual agreement of both parties.

The arbitrator shall hold a hearing as soon as possible and render a written decision within thirty (30) days of the close of the hearing. The decision of the arbitrator shall be final and binding on all parties and may be enforced or overruled in any court of competent jurisdiction.

The arbitration procedures will be governed by the following:

1. The language of this Agreement shall be binding on the arbitrator.
2. The arbitrator shall neither add to, subtract from, modify or alter the terms of provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue.
3. All fees and expenses of the arbitrator shall be divided equally between the parties except as provided in Section 4 of this Article. Any party desiring a transcript of the proceeding shall bear the cost.

21.6 The Association shall have final decision, in its sole discretion, on whether a particular grievance shall be submitted to arbitration.

21.7 The College shall allow reasonable time set by mutual agreement, for non-teaching members of the bargaining unit to process grievances during normal working hours.

21.8 In the event that an individual grievant decides to pursue the grievance through any other lawful means, such grievance shall be considered withdrawn and the grievant may pursue the case through any court of competent jurisdiction. Such other lawful means shall comprise the grievant's sole remedy and the grievant shall waive his right to the grievance procedure and arbitration hereunder.

21.9 Reservation of Rights: Nothing contained in this Agreement shall be construed to limit the rights of individual grievants or the Association to assert claims against the College in any court or administrative agency of competent jurisdiction.

ARTICLE XXII

LEGISLATIVE CLAUSE

22.1 Where a provision of this Agreement requires legislative action, other than appropriations, for its implementation, AAUP and the Board agree to meet to discuss the drafting of such legislation, and its introduction into the legislative process. Where mutual agreement is reached on the proper form of the desired legislation, and the proper introduction of such legislation into the process, then the parties shall lend their support to the passage of such legislation.

22.2 It is agreed by the parties that any provision of this Agreement which requires legislative action to permit its implementation by enactment of a bill into law, or by appropriation of funds therefor, shall not become effective until the necessary legislative action is obtained.

22.3 If the Legislature appropriates insufficient funds to completely implement any provision of this Agreement, the Association and the Vice President and Dean of Academic Affairs shall meet and discuss possible reallocations of the appropriated amount for the bargaining unit so as to put into effect the financial items of this Agreement. By August 15, and after the meetings and discussions, the Vice President and Dean of Academic Affairs shall notify the Association in writing of the final disposition of the appropriated funds and the reasons therefor.

ARTICLE XXIII

IMPLEMENTATION OF AGREEMENT

23.1 Scope of Agreement

This Agreement constitutes the entire negotiated Agreement between the College and the Association and supercedes any previous regulations, Faculty contracts, previous practices or policies which may be in conflict with the expressed terms of this Agreement. This Agreement shall constitute the Master Agreement for all members in the bargaining unit.

23.2 No Strikes or Lockouts

Both parties subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and appropriate means without interruption to the College program. The College, therefore, shall not institute or support any lockout or threat thereof, and the Association shall not institute or support any strike, work stoppage, work slowdown, or other job action which in any way interferes with the normal operation of the College during the life of this Agreement.

23.3 Separability

The provisions of this Agreement shall be separable. If any phrase, clause, sentence, or provision of this Agreement or any application thereof, shall be determined to be contrary to law, the validity of the remainder of this Agreement and the applicability thereof, shall continue in full force and effect.

23.4 Notice

Unless otherwise provided, where notice is required to be given, it shall be sufficient:

a. in the case of a unit member, if sent by certified mail to his last reported residential address; and a copy sent to the campus mailbox;

b. in the case of the AAUP, if sent by certified mail to the President of the AAUP at the campus mailbox or at the last reported residential address, or hand-delivered to and signed for by the President of the AAUP;

c. in the case of the Board, if sent by certified mail to the President's office, Delaware State College, Dover, Delaware 19901, or hand-delivered to and signed for by the President; and

d. in all other cases, if sent by campus or regular mail to the campus office or regular business address of the person or party.

Where notice is required to be given by a date certain, it shall be effective if deposited in the regular mails by midnight of the day prior to the specified date, or if hand-delivered, signed for by the recipient no later than the specified date. Where notice is required to be given within a certain time period, it shall be effective if deposited in the regular mails by midnight prior to the last day of such time period, or if hand-delivered, signed by the recipient no later than the last day of such time period.

23.4.1 "Reasonable Time" or "Reasonable Notice" as used throughout this Agreement, unless otherwise covered in a specific Article, shall refer to ten (10) working days or fifteen (15) calendar days if the College is not in session. When "reasonable notice" applies to situations where the Association has made written request to the Administration, the notice period shall begin upon receipt of such request.

23.5 Non-Assignment of Agreement

This agreement cannot be assigned by the AAUP without the prior expressed written consent of the Board.

23.6 Agreement Management

In order to facilitate communication between the AAUP and the Administration, a Chapter-College Committee consisting of six (6) members, as follows, is established. The AAUP will appoint, through its President, its chief negotiator and two (2) other members. The Administration, through the President, will appoint its chief negotiator and two (2) other members.

The duties of the Committee will be to recommend interpretation of language, discuss problems of Agreement implementation and management, identify Agreement oversight or lack of clarity, make suggestions for improved Agreement management and settle, if possible, unit clarification issues.

The Committee may authorize the chief negotiators to draft a Memorandum of Agreement on any contractual oversight or clarification necessary. Such memoranda will form a part of the Agreement between the parties when signed by the President of the AAUP and the President of the College. This Committee will normally meet three times in each semester or as needed. Chairmanship of this Committee shall rotate one semester at a time between the parties.

The Committee will not become involved in the grievance process. The parties further agree that this Chapter-College Committee is the proper forum to use in assigning academic governance questions which have collective bargaining impact to other existing or Ad Hoc institutional committees when both parties feel this would be a proper academic posture.

23.7 Printing and Distribution of Agreement

The Board and AAUP shall cooperate in preparing and printing this Agreement. The Board shall prepare the master copy for printing. The costs of production shall be shared equally by both parties, based upon a mutual agreement as to the number of copies to be printed. The Association shall be given the opportunity to proofread the final draft of the Agreement before its reproduction.

ARTICLE XXIV

EFFECT, DURATION, AND RENEGOTIATION

24.1 Totality

This collective bargaining Agreement represents the complete Agreement between the parties and supercedes any and all prior Agreements, understandings, customs, and practices. This Agreement incorporates all the mutually-agreed-to subjects of negotiation and both parties acknowledge that they were free to discuss all matters of concern dealing with wages, workload, and working conditions. The parties further acknowledge their mutual right during the term of the Agreement to initiate good faith negotiations on any matters of concern.

24.2 Effect

This Agreement shall be in full force and effect beginning September 1, 1983, with certain provisions to be adjusted or modified by the Chapter-College Committee during the first year. This Agreement shall continue in force and effect until August 31, 1986, and shall automatically be renewed thereafter for further periods of one (1) year unless either party notifies the other in writing at least six (6) months prior to the expiration of this Agreement.

Whenever such notice is given by either party of a proposed changed, the nature of any proposed change desired must be stated in the notice and the parties shall promptly enter into negotiations.

If pursuant to such negotiations an agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall continue in effect during the period of negotiations until a new Agreement is reached.

In recognition of the budgetary process of the State of Delaware, both parties agree to begin preliminary discussion that would be directly affected by the State budget request for the next fiscal year during August of the final fiscal year of this Agreement.

24.3 Renegotiation

Ground rules for negotiating sessions shall be negotiated at the first session.

The parties mutually pledge that their chief negotiators shall be clothed with the necessary power and authority to make proposals and counter proposals in the course of negotiations.

Neither party in any negotiation shall have any control over the selection of members of the negotiating representatives of the other party.

24.4 **Ratification**

This Agreement is subject to ratification by majority vote of the membership of the American Association of University Professors, Delaware State College Chapter, and majority vote of the members of the Delaware State College Board of Trustees.

24.5 **Execution**

In witness thereof, the parties have caused this Agreement to be executed under these hands and seals:

For the College:

Harriet L. Williams
Chief Negotiator

Luna I. Mishoe
President of the College

William S. Wax
President of the Board
of Trustees

Feb 15, 1984
Date

For the Association:

Jane L. Buck
Chief Negotiator

Gregory M. Scott
President of
The American Association
of University Professors

APPENDIX A

SALARY DEDUCTION AUTHORIZATION

I hereby request and authorize Delaware State College to deduct 0.75% of my gross, base salary each pay period and to increase or decrease this percentage in accordance with the dues schedule of the Delaware State College Chapter of the American Association of University Professors. I further authorize the College to remit said dues to the treasurer of DSC-AAUP.

This authorization is voluntary and shall be irrevocable for the period of one (1) year, and I agree and direct that it shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, unless revoked by me by giving written notice to the College and the Association not less than fifteen (15) days prior to the expiration of each period of one (1) year. This authorization shall cease upon termination of employment with the College or upon transfer to a position excluded from the bargaining unit.

In consideration of the above described services rendered by Delaware State College, the American Association of University Professors, Delaware State College Chapter, its members, officers, agents and employees and the undersigned hereby release and discharge Delaware State College, its officers, agents and employees from any and all liability whatsoever arising as a result of the authorization herein given.

NAME SOC. SEC. NO.

HOME ADDRESS HOME PHONE

CITY STATE ZIP

DEPARTMENT RANK DATE HIRED

SIGNATURE DATE

APPENDIX B

August 29, 1983

The parties agree that, during the first semester of the 1983-84 academic year the Chapter-College Committee shall determine how Articles VII, VIII, X, XI, XII, XIII, XIV, XVI, XVII, XVIII, and XIX of this Agreement apply to current and future graduate program

The Committee's recommendations will form a part of the Agreement when signed by the President of the Chapter and the President of the College.

Chief Negotiator
AAUP

Chief Negotiator
Board of Trustees

APPENDIX C

August 29, 1983

The parties mutually agree that Instructors hired after September 1, 1973, and prior to September 1, 1976, will meet with the Vice President and Dean of Academic Affairs and their appropriate chairman to develop and individual development plan that will provide direction for the Instructor to achieve promotion to the higher rank. It is further agreed that if the concerned Instructor requires additional time beyond the six-year pre-tenured period, the individual will be allowed an additional three years to prepare for promotion. If the individual fails to achieve promotion at the end of their allotted time, they will be offered a one-year terminal contract for the next academic year.

David L. Beck
Chief Negotiator
AAUP

Harriet R. Williams
Chief Negotiator
Board of Trustees

APPENDIX D

August 29, 1983

The parties agree that Instructors hired prior to September 1, 1973 will not be subject to the conditions of non-reappointment as outlined in Article 10.3 of this Agreement. The Vice President and Dean of Academic Affairs will meet with each affected individual and their chairman to develop an individual development plan which will provide direction to assist the Instructor in obtaining promotion to the next rank.

Jane L. Buck
Chief Negotiator
AAUP

Harriet R. Williams
Chief Negotiator
Board of Trustees

DELAWARE STATE COLLEGE
DOVER, DELAWARE 19901

OFFICE OF THE VICE PRESIDENT
AND DEAN OF ACADEMIC AFFAIRS
302-736-4904 AND 4905

CONTRACT RENEGOTIATION

Both parties agree that when notification is given in accordance with Article 24.2 of the Agreement, it will be sufficient to indicate the article instead of the exact contract language that is being proposed. The parties also agree that items can be introduced, at a later date, which were not identified in the original notification letter.

Gregory M. Scott
Gregory M. Scott
President, AAUP

James E. Lyons
Vice President and Dean
of Academic Affairs

December 15, 1982

Delaware State College is an equal opportunity employer and does not discriminate among students because of race, creed, national or ethnic origin, sex or disability.

American Association of University Professors
DELAWARE STATE COLLEGE CHAPTER
DELAWARE STATE COLLEGE · DOVER, DELAWARE 19901

[illegible]
JAN 27 1984
THE [illegible]
DELAWARE STATE COLLEGE

January 27, 1984

Dr. Luna I. Mishoe
President
Delaware State College
Dover, DE 19901

Dear Dr. Mishoe:

Thank you for your letter of January 25 concerning the procedure for designating department chairs. The excerpt from the faculty meeting minutes of January 24 reflects the essence of your comments. However, we are legally bound by the language which appears in the contract and subsequently clarified, which reflects what was bargained at the table and ratified by the membership of the AAUP. It has been and is the intent of that language to provide a procedure for the faculty to recommend chairs, not to elect them. There is nothing in the language of the agreement that would prevent the President or the Board of Trustees from exercising their prerogatives with respect to the appointment of department chairs.

I am pleased that we have reached a mutually satisfactory conclusion.

Sincerely yours,

Jane L. Buck

Jane L. Buck
Chief Negotiator

JLB/tln

cc: Members of the Administration Negotiating Team
Members of the AAUP Negotiating Team
Members of the AAUP Executive Committee

APPENDIX E

DELAWARE STATE COLLEGE
DOVER, DELAWARE

March 22, 1984

Re: Article 8.3.6, the parties mutually agree that Instructors may be considered for promotion to Assistant Professor during their first year in rank. Assistant Professors are eligible for consideration for promotion to Associate Professor during their third year in rank. Associate Professors are eligible for consideration for promotion to Professor during their fourth year in rank.

Gregory M Scott
President
AAUP

Luna I. Mishoe
President
Delaware State College

APPENDIX F

DELAWARE STATE COLLEGE
DOVER, DELAWARE
March 22, 1984

Re: Article 11.10.2, the parties mutually agree that effective July 1, 1984, the deadline for the submission of evaluations of department chairs to the Appropriate Vice President shall be February 1.

Gregory M Scott
President
AAUP

Luna Mishoe
President
Delaware State College

APPENDIX G

DELAWARE STATE COLLEGE
DOVER, DELAWARE
March 22, 1984

Re: Article 14.1, the parties mutually agree that "in the event a faculty member on sabbatical leave fails to adhere to the program detailed in the application or to abide by the agreement, without prior approval by the Chairman and the Vice President and Dean of Academic Affairs, said faculty member shall repay the college the salary provided during the sabbatical. Such repayment may be waived or deferred at the discretion of the President of the College."

Gregory M. Scott
President
AAUP

Luna I. Mishoe
President
Delaware State College

APPENDIX H

DELAWARE STATE COLLEGE
DOVER, DELAWARE
March 22, 1984

Re: Article 17.4, the parties mutually agree that Proposed Reimbursement for Assessment of Prior Urban Field Experience

Per completed application (Estimated time - 35 minutes)	$25.00
Per completed evaluation 0 - 6 Credits (Estimated time - 1 hour)	60.00
9 Credits (Estimated time - 1 1/4 hour)	75.00
12 Credits (Estimated time - 2 hours)	90.00

Gregory M. Scott
President
AAUP

Luna I. Mishoe
President
Delaware State College

APPENDIX I

DELAWARE STATE COLLEGE
DOVER, DELAWARE

March 22, 1984

Re: Article 19.3, the parties mutually agree that the recommended parliamentary authority used to conduct meetings where department chairs are nominated should be *Robert's Rules of Order*.

Gregory M. Scott
President
AAUP

Luna I. Mishoe
President
Delaware State College